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# The Solicitors' Journal and Reporter.

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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

## Contents.



## Cases Reported this Week.

*In the Solicitors' Journal.*



*In the Weekly Reporter.*



## CURRENT TOPICS.

MR. WILLIAM AMBROSE, Q.C., has been appointed a Master in Lunacy in the place of Mr. Bulwer, Q.C., deceased.

A LENGTHY set of rules and forms under the Benefices Act, 1888, dated the 16th inst., has just been issued, and we hope to print them next week.

WE UNDERSTAND that the Master of the Rolls has been suffering from a severe cold, and will not be able to take his seat in court this week. We believe that there is no foundation for the rumour of his contemplated retirement, which has caused much concern this week.

DURING THE absence of the Master of the Rolls, Lords Justices RIGBY and VAUGHAN WILLIAMS have been engaged on interlocutory appeals. On Thursday, having disposed of their list before the mid-day adjournment, the court rose until Monday. It was stated that there were no more interlocutory appeals from either division ready for hearing.

WE PRINT elsewhere a rule under the Judicial Trustees Act, 1896, which has been published pursuant to the Rules Publication Act, and which, being declared to be urgent, operates at once. Under this rule, when an official of the court is judicial trustee, the Bank of England, or any other corporation or company, can allow him to hold stock under his official title, and the official for the time being holding the office will be able to deal with the stock and to receive the dividends as though the stock stood in his own name. The official may also, under the circumstances mentioned in the rule, give a letter of attorney authorizing the bank or the company, or its officers, or any other person, to deal with the stocks and receive the dividends.

WE SEE with regret that there is a proposal (now stated to be adopted) for selecting the Lord Chief Justice to fill the vacancies created by the death of Lord HERSCHELL in the Venezuelan Arbitration and the Anglo-American Commission. Of the fitness of Lord RUSSELL worthily to represent his country in these important

pa[illegible]ce is, of course, no doubt. But there is equally little doubt that his absence would have a very detrimental effect on the business of the Queen's Bench Division, and that his selection is by no means a necessity. He has himself taken a prominent part in urging the appointment of additional judges, and before the idea of reducing in so signal a manner the efficiency of the division is entertained, it should be made clear that the necessary reinforcement will be forthcoming. But, indeed, there is no such paucity of competent men as to make the selection of Lord RUSSELL a matter of urgency. The House of Lords can more easily spare a member than the Queen's Bench Division its head, and—to mention one name only—Lord MACNAGHTEN has qualifications for the post which in some respects may be thought to surpass those of Lord RUSSELL.

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THE JUDGMENT of Lord MACNAGHTEN in *Earl Cowley* v. *Commissioners of Inland Revenue* contains a passage which it is to be hoped the authorities at Somerset House will take to heart. He said: "The result is that, in my opinion, the commissioners are wrong from beginning to end on the main point. Some people think the Act a harsh Act as it stands; it would be intolerable if it could be construed as the commissioners desire to construe it." A more severe condemnation of the recent methods of the commissioners could hardly be uttered. There was a time when the authorities at Somerset House construed the provisions of the Succession Duty Act with something like judicial fairness between the Crown and the subject; and in accordance with the well settled rule that, in the case of statutes imposing a pecuniary burden, the subject is not to be taxed unless the language of the statute clearly imposes the obligation (*Hull Dock Co.* v. *Browne*, 2 B. & Ad., at p. 59; *Re J. Thorley*, 1891, 2 Ch., at p. 623), and that the taxpayer has a right to stand upon the literal construction of the words used in the statute, whatever may be the consequences (*Pryce* v. *Monmouthshire Canal and Railway Companies*, 4 App. Cas., at p. 208). Recognizing that in a large majority of cases the subject will be likely rather to pay an amount illegally claimed than to run the risk of litigation with the Crown, the Revenue authorities in former days took care to see, before a claim was made, that it was clearly warranted by the words of the statute. In recent years, however, their sole object appears to have been to extort as large a sum as possible from the subject, and, with a view to this, to place strained constructions on the provisions of the Death Duties Acts, and to say to the subject who argues against the claim, "Very well, that is our contention; go to the court and see whether you can get it reversed." This, we venture to think, is a wholly improper attitude on the part of a Government office; and we trust that the lessons the Commissioners have received in *Attorney-General* v. *Beech* and now in *Earl Cowley's case* will produce some change in a procedure which verges on oppression.

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THE HOUSE of Lords have upset with much ease the decision of the Court of Appeal in *Earl Cowley's case* (46 W. R. 222), and have given further evidence of the desire shewn recently in *Attorney-General* v. *Beech* (47 W. R. 257) to place a common-sense construction upon the provisions of the Finance Act, 1894. With the arguments involved in the judgments we propose to deal more fully on a future occasion, but the result of the decision can be shortly stated. Property was settled on A. for life with remainder to B. in tail. A. and B. joined to bar the entail and took a joint power of appointment over the fee, the limitations in default of appointment being to A. for life with remainder to B. in tail. They then, under the power of appointment, mortgaged the fee for £230,000. A. died, and the question arose whether estate duty was chargeable on the gross value of the settled estate, which was over £538,000, or only on the net value after deducting the £230,000. The Divisional Court (POLLOCK, B., and BRUCE, J.) held that the mortgage was to be deducted. The Court of Appeal (A. L. SMITH, RIGBY, and COLLINS, L.JJ.) by singularly artificial reasoning, decided otherwise. They treated the mortgage as a mortgage separately of the life estate and of the remainder in tail. When the life estate ceased, the charge of £230,000 on it ceased also, and the entirety of the property passed to B. In the House of Lords there seems to have been some uncertainty as to whether section 1 of the Finance Act governed the case, or whether it was necessary to bring in section 2 (1) (*b*) relating to property in which the deceased had an interest ceasing on his death. But this uncertainty, though it may cause difficulty in the future, had no influence upon the result. Under whichever provision the property enjoyed in his lifetime by A. was to be considered as passing on death, yet that property was only the equity of redemption, and the sum chargeable with duty was the £538,000 less the £230,000. In other words the Crown is not entitled to charge on a sum exceeding the real value of the property to the person who takes it on the death in question.

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THE TENDENCY of recent decisions has been in the direction of leaving a mortgagee quite unfettered in the exercise of his power of sale, provided only that he acts *bonâ fide* towards the mortgagor. At one time the mortgagee was treated as a trustee for the mortgagor (see *per* Lord ELDON in *Downes* v. *Grazebrook*, 3 Mer. 207), but any such conception of the relationship has been long set aside. The modern rule was well stated by KAY, J., in *Warner* v. *Jacob* (30 W. R. 731, 20 Ch. D. 220). If the mortgagee exercises his power of sale *bonâ fide* for the purpose of realizing his debt, the court will not interfere, even though the sale be very disadvantageous, unless, indeed, the price be so low as to be in itself evidence of fraud. More recently the law has been considered in *Farrar* v. *Farrars (Limited)* (37 W. R. 196, 40 Ch. D. 395) and *Kennedy* v. *De Trafford* (45 W. R. 671; 1897, A. C. 180). In the former case the Court of Appeal held that a mortgagor had no redress for a disadvantageous sale, provided the mortgagee acted *bonâ fide* and took reasonable precautions to obtain a proper price. In the latter case Lord HERSCHELL intimated that good faith was sufficient by itself. "I am myself disposed to think," he said, "that if a mortgagee in exercising his power of sale exercises it in good faith, without any intention of dealing unfairly by the mortgagor, it would be very difficult indeed, if not impossible, to establish that he had been guilty of any breach of duty towards the mortgagor." At the same time the power of sale must be so exercised that a price can be independently fixed, and hence it is an absolute rule that the mortgagee cannot be himself the purchaser. It has been held also that the same disability attaches to an agent, such as a solicitor, whom he employs in the conduct of the sale. "It is quite clear," said NORTH, J., in *Martinson* v. *Clowes* (30 W. R. 795, 21 Ch. D., p. 860), "that a mortgagee exercising his power of sale cannot purchase the property on his own account, and I think it clear also that the solicitor or agent of such mortgagee acting for him in the matter of the sale cannot do so either." Notwithstanding this *dictum*, however, COZENS-HARDY, J., in *Nutt* v. *Easton* (reported elsewhere) has considered the later cases as warranting an extension of the law on the point. When it is settled that the mortgagee is is no sense a trustee for the mortgagor, and that he is only bound to act in good faith, the mortgagor is not concerned with the relation between the mortgagee and the purchaser, provided only there is no suggestion of collusion. A sale by the mortgagee to his solicitor does not necessarily suggest collusion, and COZENS-HARDY, J., held that, under the circumstances of the case before him, such a sale was valid as against the mortgagor.

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THE DECISION of the House of Lords in *Powell* v. *The Kempton Park Racecourse Co.* sets at rest the vexed question as to whether the ordinary betting-ring or enclosure on a racecourse is a "place" within the meaning of the Betting Act, 1853, so as to make the owners of it criminally liable under that Act. In the well-known case of *Hawke* v. *Dunn* (1897, 1 Q. B. 579) five judges of the Queen's Bench Division decided that a bookmaker who had plied his trade in a similar enclosure was liable to be convicted of an offence under the Act. That case being a criminal matter could not be carried to a higher court. In the *Kempton Park case* the company were the owners of the racecourse with its enclosure, and the action was brought by a

shareholder to restrain them from opening or keeping the enclosure for the purpose of persons using the same betting with persons resorting thereto. Thus, practically the same question as that decided in *Hawke* v. *Dunn* was raised in a civil action which could be made the subject of an appeal: and this was done with the object of testing the correctness of the decision in *Hawke* v. *Dunn*. The Lord Chief Justice, before whom the action was tried, naturally felt bound by the decision of the Queen's Bench Division, and granted the injunction. A full Court of Appeal reversed this judgment (RIGBY, L.J., dissenting). The House of Lords, by a majority of eight to two—for the late Lord HERSCHELL had expressed his assent to the opinion of the majority of the House—have affirmed the decision of the Court of Appeal: the dissentient Lords are Lord HOBHOUSE and Lord DAVEY. The Lord Chancellor entered on a minute examination of the enactment in question—section 1 of the Betting Act, 1853: the important and well-worn words are that "no house, office, room, or other place shall be opened, kept, or used for the purpose of the owner, occupier, or keeper thereof, or any person using the same . . . betting with persons resorting thereto." In the *Kempton Park case* it was admitted that betting went on to a large extent within the enclosure: it was in fact frequented by professional betting men for the purposes of their business: it was also open to, and frequented by, ordinary members of the public, who paid their entrance money at the gate. But in the judgment of the Lord Chancellor it is not enough that the enclosure should be used with the consent of the owners for the purpose of betting: there must be a business of betting conducted by or on behalf of the owner, occupier, or keeper of the place, or some person in a position analogous to that of owner, &c. The main point of difference between this interpretation of the section and that put upon it by Lords HOBHOUSE and DAVEY relates to the words "or any person using the same." In a sense every bookmaker or other person admitted to the enclosure "uses" it; but the word "using" here involves a certain ambiguity which the Lord Chancellor pointed out. If it be read in its ordinary loose signification, it is practically synonymous with the words "resorting thereto" used later on in the section, and it is apparently in this sense that the dissentient lords interpret it. The majority of the court read the words "person using the same" as *ejusdem generis* with the words "owner, occupier, &c.," which precede it, and thus restrict the prohibition to a person using the place by virtue of some proprietary right and for the purpose of a business.

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WHETHER THIS is the natural interpretation to place upon the words may be doubtful: it is, in fact, notorious that the whole enactment has given rise to doubts and differences of judicial opinion in a large number of cases. But the majority of cases have turned upon the question whether a particular spot is physically capable of being a "place" within the meaning of the section. As to this question, it does not appear to us that the judgment of the House of Lords lays down any new principle. In fact, upon this point the decision does not seem to conflict with *Hawke* v. *Dunn* and the numerous decisions which preceded it. As Lord JAMES says in the course of his opinion, "there must be a defined area so marked out that it can be found and recognized as the place where the business is carried on. . . . The whole of Epsom Downs would not constitute a 'place,' but directly a definite localization of the business of betting is effected for it under a tent, or even a movable umbrella, it may well be held that a place exists for the purposes of a conviction under the Act"; and he goes on to say that the enclosure at Kempton Park "might, physically speaking, under certain conditions constitute a place" within the Act. In the *Kempton Park case* the enclosure was not a "place," because no person in the position of owner or occupier, or in an analogous position, was using it for the business of betting; but, apparently, if the company had been carrying on such a business themselves, or by their agents or managers, in the enclosure, the decision of the House would have been different. It does not therefore follow from the decision (as at present reported) that such cases as *Shaw* v. *Morley* (L. R. 3 Ex. 137), *Bows* v. *Fenwick* (L. R. 9 C. P. 339), *Gallaway* v. *Maries* (8 Q. B. D. 275), or *Liddell* v. *Lofthouse* (1896, 1 Q. B. 295) were wrongly decided. A person who occupies, or has adopted as his own, a defined spot of ground, and uses it for betting purposes, must, we imagine, still be considered to be within the prohibition contained in the Act. And in the view of the Lord Chancellor the Act is aimed not only at the professional bookmaker, but sweeps into its net any person, whether professional or amateur, who is for the time being carrying on the business of betting in a "place" of the character to which the Act applies.

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NEVERTHELESS, WHILE the decision in *Powell* v. *Kempton Park Racecourse Co.* will benefit bookmakers very much indeed, it will also probably bring much grist to the lawyer's mill. In spite of the opinion we express above, there is no denying that some of the opinions of the law lords are capable of being interpreted as throwing doubt on a good many decisions, and we may be at the beginning of a period during which the courts will have to work backward through these cases and consider each decision in the light of this important judgment of the House of Lords. One of the most recent of such cases in *Reg.* v. *Humphrey* (46 W. R. 543; 1898, 1 Q. B. 875). In that case the Court for Crown Cases Reserved upheld the conviction under the Betting Act of a bookmaker who was in the habit of going to a certain archway and there meeting persons and making bets with them. The archway was a private thoroughfare leading to certain houses and workshops, and neither the defendant nor any of the persons who resorted to him there had any right whatever in the archway except to pass through to those houses or workshops. The defendant apparently had no such dominion or control over this archway or place as the Lord Chancellor thought it was necessary to prove in order to bring such place within the Act. Was this case therefore rightly decided? The same question may be asked with regard to the somewhat similar case (also a recent one) of *McInaney* v. *Hildreth* (1897, 1 Q. B. 600). It was proved in this case that the defendant, a bookmaker, on a certain day took his stand on a certain spot called the Pit Heap, and made bets with a large number of men who came to him where he stood. The Pit Heap was a piece of vacant private ground, to which the public had access by sufferance of the owner. The defendant was convicted under the Betting Act, and his conviction was upheld by the High Court. In short, unless Parliament interferes, it will probably be a very long time before the last is heard of this subject. The Anti-Gambling League on the one side and the racing world on the other have each the money and the spirit to fight these questions in the courts.

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OF THE APPEALS under the Workmen's Compensation Act, 1897, heard last week, *Mountain* v. *Parr* is the most important. The judge of the Nottingham County Court, sitting as arbitrator under the Act, had given his decision in favour of the workman. Shortly afterwards the employers applied to him to grant a new trial. The application was heard more than a month after the original hearing of the case, and was refused. The appeal was from this refusal. The objection was taken that the county court judge had no jurisdiction to entertain an application for a new trial of a case which he had heard as arbitrator under the Act, and that therefore no appeal lay from his refusal of such an application. By section 1 of the Act questions of liability to pay compensation and as to the amount of compensation are to be settled by arbitration in accordance with the second schedule. That schedule, in making provision for arbitrations, enacts (clause 2) that in the absence of agreement the matter is to be settled by the county court judge according to procedure prescribed by rules of court; and by clause 4 the decision of the judge is to be final, unless either party appeals within the prescribed time, viz., twenty-one days. In *Mountain* v. *Parr* no notice of appeal had been given except from the refusal to grant a new trial, and even the notice of the intention to apply for a new trial was given more than twenty-one days after the original hearing. In an ordinary action in a county court the judge has a clear power under the County Courts Act and rules to grant a new trial, and rule 64 of the Workmen's Compensation Rules, 1898, made under the Act, provides that "where any matter or thing is not

specially provided for under these rules, the same procedure shall be followed, and the same provisions shall apply as far as practicable, as in a similar matter or thing under the County Courts Act, 1888, and the rules made in pursuance of that Act." The Workmen's Compensation Act and rules being silent as to any rehearing by the county court judge, it was a question of some nicety whether rule 64 above quoted imported a power to grant a new trial. The Court of Appeal held that the provisions of the second schedule to the Act as to arbitrations excluded any such power. The judge sits as arbitrator, and an arbitrator cannot rehear a case which he has once decided. Rule 64 must therefore be read as applying the county court procedure only so far as it is applicable to arbitrations. In *Simmons* v. *White*, another appeal under the same Act, heard on Saturday last, the court declined to reverse a decision of the judge of the Dartford County Court that the father and mother of a boy aged fourteen who had been accidentally killed in the course of his employment by the appellants were "dependants" within the meaning of the Act (section 7 (2)). The boy's wages were paid to his parents and used by them as part of the common fund for maintaining themselves and their family. The judge found that they were sufficient to pay for the boy's maintenance and to leave a balance, and held that the parents were "in part dependent upon the earnings" of the deceased. There can be little doubt that upon the facts found by the judge this result followed, although in the boy's lifetime his parents would probably have been surprised to learn that they were his "dependants."

## TRUSTEES UNDER THE SETTLED LAND ACT, 1890.

The Settled Land Act, 1890, enacts (section 16 (ii.)) that where there are no other trustees of a settlement for the purposes of the Settled Land Act, 1882, then "the persons (if any) who are for the time being under the settlement trustees with future power of sale or under a future trust for sale of the land to be sold" shall be trustees for the purposes of the Settled Land Acts. In simple cases the operation of the section is clear enough, but unfortunately the Legislature did not contemplate a case which is of frequent occurrence—namely, a devise of land to A., B., and C. upon trust for A. for life, with a trust for sale to be exercised after A.'s death. Three views of the operation of the statute in such a case are possible.

First, on a broad construction of the Act it may be held that A, B., and C. are trustees under a future trust for sale, and are therefore the Settled Land Act trustees. This construction puts a certain amount of strain on the words of the section, for it is obvious that the trust for sale can never vest in A. If the Legislature meant that whenever a settlement contains a future trust for sale the trustees for the time being shall be the Settled Land Act trustees, it ought to have said so.

Secondly, it may be contended that if A. is not a trustee "under a future trust for sale," B. and C. clearly are such trustees, and that therefore they are the Settled Land Act trustees. Here we are met by the difficulty that the trust for sale is given to the persons who happen to be trustees of the will when the trust is executed—namely, after A.'s death—and no one can say that B. and C. will be the trustees at that time. The only way out of this difficulty would be to hold that B. and C. are the Settled Land Act trustees distinct from the general trustees of the will, and that if B. died before A., C. could appoint a Settled Land Act trustee in B.'s place under section 47 of the Trustee Act, 1893. In other words, the effect would be the same as if the testator had expressly appointed B. and C. to be trustees of his will for the purposes of the Settled Land Acts.

Thirdly, if A. is not a Settled Land Act trustee, and it is impossible to separate B. and C. in the manner above suggested, it follows that there are no trustees of the will for the purposes of the Settled Land Acts.

There is no satisfactory authority on the proper construction of the Act, partly, no doubt, for the reason that in practice the difficulty is frequently got over by the retirement of A., the tenant for life, and the appointment (if necessary) of a new trustee in his place. The question came before Chitty, J., in chambers, in *Re Cox and Seadon's Contract* on the 29th of June, 1891 (91 L. T. 241). There the devise was to A. and B. upon trust for A. for life, and after his death upon trust for his widow for life, and then upon trust for sale. Chitty, J., held that A. and B. were Settled Land Act trustees. But in a case which came before the same learned judge about eighteen months later he decided the other way. The only report of the decision appears to be a note in the Solicitors' Journal for 1892 (vol. 37, p. 109), where the writer, referring to the case of a devise to A. and B. upon trust for A. for life, with a power of sale after A.'s death, remarks: "Who are meant by the persons who are trustees with a future power of sale? Do they include A., or do they not? There appears to be a manifest absurdity in saying that A. is a trustee with a power which can never be exercised by him. A man cannot exercise a power which is not to be exercised until after his death. These considerations shew that in the case supposed A is not one of the trustees for the purpose of the Acts, and we are indebted to a learned correspondent for informing us that Mr. Justice Chitty has recently in chambers taken this view of the provision in question."

The case referred to is *Re Nieuwenhuys*, in which the reference to the record is 1892, N. 1788, and the order made in it was as follows:

> Upon the application of Albert Jean Fierlants, of &c., the tenant for life under the settlement created by the above-mentioned will, and upon hearing counsel for the applicant and the solicitors for the respondent Thomas Hoade Woods as executor and trustee of the said will . . . the judge being of opinion that the applicant Albert Jean Fierlants is not a trustee of the above-mentioned will and that the respondent Thomas Hoade Woods is a trustee thereof for the purposes of the Settled Land Act of the settlement created by the said will, It is ordered that Henry Edward Taylor, of &c., be and he is hereby appointed a new trustee under the said settlement for the purpose of the Settled Land Act, and to act jointly with Thomas Hoade Woods in the place of James Henry Brooke Christie, who has disclaimed the trusts of the said will.

It is clear from this order that Chitty, J., adopted the second of the three possible constructions of the Act above suggested. It does not appear whether his earlier decision in *Re Cox and Seadon's Contract* was brought to the attention of the learned judge, or whether anything turned on the slight difference in the wording of the Act between a trustee "with future power of sale" and a trustee "under a future trust for sale."

It is highly desirable that the point should be authoritatively settled one way or the other.

## THE SYSTEM FOR MAKING RULES OF THE SUPREME COURT.

### II.—The Necessity for Revision of the Rules.

In 1894 the existing code of Rules of the Supreme Court was considered by the authorities to be in an unsatisfactory condition. The code was issued in 1883, and between October, 1884, and August, 1894, no less than twenty-four batches of new rules had been patched on to it. A considerable number of the original rules and forms had become obsolete. A good many defects had been disclosed by reported cases; and over and over again judges had publicly called attention to provisions in the rules which called for alteration. One effect of steadily patching on new sets of provisions had been to render reference to the rules more difficult by reason of there being so many interpolated rules and orders. It was in fact generally admitted that a revision of the rules ought to be undertaken, and the work was put in hand under the supervision of the present Master of the Rolls and Mr. Justice Charles. The work of revision occupied nearly two years, and Mr. Justice Charles was replaced during that time by the late Lord Justice Kay. In 1894, after one division of the Court of Appeal had suspended its sittings for a whole week for the purpose of finally settling the draft revision, it was publicly announced that the draft revised code had been completed and printed, and was in the hands of the Rule Committee. Nothing more has been heard of it.

Such was the state of affairs in 1896 with respect to the working code of the Rules of the Supreme Court. If it was necessary then that it should undergo revision, it may be safely asserted that it is imperative now. Since 1896 six fresh batches of rules have been issued, one of which (order 30) has

inaugurated an important new departure in procedure, which, whatever its qualities may be, stands in direct contradiction at numerous points with practice and procedure established by other rules of court which have neither been repealed nor amended.

We will give one or two illustrations of the direct contradiction we have spoken of. Let us consider first what guidance a plaintiff can obtain from the rules as they now stand with regard to delivery of a statement of claim. Ord. 19, r. 2, tells him he must deliver his statement of claim in accordance with the provisions of order 20. The first rule of order 20 tells him, first, that he need not deliver any statement of claim if the defendant does not require one; secondly, that if the defendant does demand one he must deliver it within five weeks from such demand; and thirdly, that he may deliver one either with the writ, or at any time either before or after appearance, provided he delivers it within six weeks from appearance. All this is very clear and definite, and being unrepealed, those provisions appear to indicate clearly the whole duty of the plaintiff. When he turns, however, to order 30 he finds that the order starts him, compulsorily, along a totally different line of procedure. It tells him that when once an appearance is entered he must not take any step whatever (with certain exceptions) until he has applied for and obtained an order for directions. He certainly must not deliver a statement of claim, whether the defendant demands one or not. He may be ordered to deliver one although the defendant has not demanded it. The three distinct provisions of order 20 to which we have referred are altogether wrong and absolutely misleading. They are certainly wrong in the permission they give to the plaintiff to deliver a statement of claim after appearance. They are probably wrong in the permission they give him to deliver a statement of claim before appearance. They are also wrong in the carefully-arranged time-fixtures which they prescribe; for before the plaintiff knows whether he is to be allowed to deliver a statement of claim at all more than half the time fixed by order 20 for preparing it has been consumed. He promptly finds, moreover, that the order for directions fixes the time quite regardless of the provisions of ord. 20, r. 1, and not with any respect for the fictitious time-fixture which that rule purports to establish by statutory authority. Six weeks! He may get six days, or ten days. But if he ventured to ask on the summons for directions for six weeks, the judge or master on the Queen's Bench side would think he was joking. There is certainly need of revision here.

We will now place in somewhat different circumstances our inquiring plaintiff who seeks information on procedure from the code of rules provided for him by the Rule Committee. He is now suing by specially-indorsed writ, and intends to proceed under order 14. He feels quite safe here because he knows that procedure under order 14 is specially excepted from order 30. The terms of ord. 30, r. 1, are quite clear on that point. He little knows, however, the pitfalls which may lurk in a sixteen-year-old, unrevised, and patched-up code of procedure. We shall see how, in spite of its own words, order 30 dogs him at every step. First he wishes to issue his summons under order 14, but the defendant having, as commonly happens, paid part of the debt since action in order to obtain time, the plaintiff wishes to apply under order 14 for summary judgment for the balance. He must amend his claim on the writ *before* issuing his summons under order 14, because rule 1 of that order provides that if he can verify upon oath the amount claimed he may apply for summary judgment. So before applying—that is, issuing his summons—he must make an affidavit swearing that the whole amount claimed is due and owing. The amount claimed by his writ must, therefore, be first reduced by amendment. Knowing his rules well, our plaintiff finds that ord. 28, r. 2, was evidently passed for the express purpose of meeting his case, which is a very common one. Under that rule he may amend his specially-indorsed claim "without any leave . . . at any time before the expiration of the time limited for reply." Nevertheless when he tries to follow the rule he meets with a decided check. On applying to have his amendment sealed with the official seal, his attention is called for the first time to the fact that order 30 bars his way. Amendment is undoubtedly a step in the action, and ord. 30, r. 1, provides that the plaintiff "shall" issue a summons for directions "after appearance and before taking *any fresh step in the action* other than (*inter alia*, not including amendment) application for summary judgment under order 14." Slowly but surely it dawns upon our plaintiff that he is firmly pinned into a corner by the cross-provisions of conflicting Rules of the Supreme Court. It is a complete deadlock. He cannot apply under order 14 until he amends his claim on the writ, because he cannot swear that the sum claimed is owing until he has reduced it by amendment. He cannot amend his claim until he has issued a summons for directions, because amendment is a "fresh step in the action" within ord. 30, r. 1. He cannot without losing the benefit of order 14 issue a summons for directions, for that would be taking a course alternative to order 14, whereon the defendant may ask for pleadings, trial, remission to the county court, or anything else he may deem useful for the purpose of impeding the plaintiff.

It may be said in answer to this that there is no real deadlock here, because the plaintiff may issue a summons for directions, and ask for leave to amend, and, having amended, may then proceed under order 14. It is true that he may do this, but it is also true that it is easier, quicker, and cheaper for him to discontinue his action and commence a new one, for by proceeding with his action in the way suggested he has to pay ten shillings for his summons for directions, three shillings for the order to amend, two shillings and sixpence for amending, besides the solicitors' costs on both sides. In other words, he will be over £2 out of pocket. But worse than this, he will find that the time wasted will prevent him from obtaining his order for judgment under order 14 within twenty-one days from service of the writ, which, if his reduced claim is under £50, will deprive him of costs on the High Court scale under section 116 of the County Courts Act, 1888. It is true, therefore, that this conflict of rules produces a deadlock, because the plaintiff is driven to abandon his action and begin *de novo*. Here, again, there is surely need of revision.

We have entered fully into the details of these two particular instances of conflicting provisions in rules of court. Space does not permit of our doing so in the case of many other instances we could mention, more especially with reference to order 30. We will ask our readers to consider the terms of ord. 27, rr. 3-12. They distinctly tell a plaintiff that if the defendant to an action on an unliquidated claim makes default of defence he (the plaintiff) may thereupon immediately enter judgment in default of defence, or move for judgment in default, according to the precise nature of his claim. Order 30, however, tells him in equally distinct terms that he shall do nothing of the kind, for it forces him in every action on an unliquidated claim to proceed by summons for directions, under which there is power to start him in any given direction but no power to give him judgment.

Similar conflicting provisions exist with regard to procedure under order 26 (Discontinuance), order 24 (Confession of Defence), order 32 (Admissions), and probably also under section 65 of the County Courts Act, 1888 (Remission to the County Court).

Again, there is a discrepancy between the Rules of the Supreme Court, ord. 58, rr. 9, 15, and the Bankruptcy Rules, 1886, rr. 130, 134, as to the time for appealing to the Court of Appeal from a bankruptcy order. According to the former rules, the time is fourteen days, while according to the latter it is twenty-one days. The case of *Ex parte Garrard* (25 W. R. 364; 5 Ch. D. 61) is an authority for saying that the provision in the Rules of the Supreme Court prevails. But when that case was decided the time in both sets of rules was twenty-one days, and the only point decided was the date from which the time was to run. The time has since been altered to fourteen days in the Supreme Court Rules, but not in the Bankruptcy Rules, and rule 134 of the latter expressly provides that appeals in bankruptcy shall be governed by R. S. C. ord. 58, r. 15, "*subject to the foregoing provisions*," one of which fixes the time for appeal at twenty-one days. This discrepancy ought to be removed, for it is a serious matter to leave any doubt as to the time for appealing.

An additional reason for revision of the rules is furnished by the fact that in 1897 the title of Chief Clerk in the Chancery

Division was abolished, and the officials bearing that title were made Masters of the Supreme Court. No consequent alteration was made in rules of court, which contain a great number of provisions defining the duties and jurisdiction of a chief clerk. It is, to say the least of it, extremely awkward to have a code of rules attaching duties and responsibilities to a number of important officials under a title which was abolished two years ago, and without any rule of court indicating the change or transferring the jurisdiction from the abolished office to the existing one.

We cannot doubt that, if the Rule Committee could spare the time to examine the Rules of the Supreme Court in the light of the foregoing remarks, they would realize that a comprehensive effort ought to be made at once to put the rules into a proper working condition. We do not hesitate to say that it is a monstrous blot upon the procedure of the Supreme Court that its code of rules should contain a number of provisions which contradict one another, as we have shewn that it does. And the bare fact that these defects can lie for so long a time entirely hidden from the knowledge of the sole authority which has power to remove them is of itself a proof that the existing system for making Rules of the Supreme Court is seriously defective.

In our next article on this subject we propose to call attention to a number of improvements in procedure which are greatly needed. Some are important; some of less importance; most of them have been pressed upon the notice of the Rule Committee before. One of the most important of them has been actually approved by the Rule Committee, and, though frequently demanded, appears to have been forgotten during the last four years.

## THE COURT OF REQUESTS.*

THE twelfth volume of the issues of the Selden Society deals with a subject of considerable historical and legal interest, and the introduction prepared by the editor elucidates matters which have hitherto been doubtful. The Court of Requests appears to have been the result of an attempt on the part of the Crown to establish a court of equity for the hearing of poor men's causes. Mr. LEADAM dates it from the reign of Henry 7, and it flourished without serious question till the end of the reign of Elizabeth. Its legality then began to be disputed by the common law courts, and it has been sometimes stated that the pretensions of the court to legal existence were finally annihilated by the decision of the Court of Common Pleas in *Stepney's case*, in 1599. In fact, however, it continued to transact business all through the reign of James 1 and Charles 1, and its cessation was the result of the Civil War. On the restoration it was deemed inexpedient to revive it. The records of the court occupy 208 volumes, beginning with 8 Hen. 7 and going down to 18 Car. 1. The cases which have been selected by Mr. LEADAM for printing are confined, with one exception, to the period prior to the accession of Elizabeth, and for these only ten of the volumes have been used. There is consequently plenty of matter left for future editing. But Mr. LEADAM complains that the documents are in a state of chaotic confusion, the papers relating to different suits having been mixed together, and he urges that a systematic re-sorting should be undertaken and the whole of the documents belonging to each suit collected together and catalogued anew.

The most interesting part of the introduction is the account of the struggle between the Court of Requests and the Courts of Common Law. The Court of Requests was really, like the Court of Star Chamber, a committee of the King's Council, the former having civil and the latter criminal jurisdiction. But while the Star Chamber received Parliamentary sanction, no such assistance was given to the Court of Requests, and its only foundation was the royal prerogative. It was presided over by the Lord Privy Seal and at first attended the king on his progresses through the country. The judges were not necessarily lawyers. But Wolsey assigned to it a permanent seat at Whitehall, and the business was ultimately conducted by judges regularly appointed for the purpose who were called the Masters of Requests. Although frequently called the "Court of Poor Men's Causes," and clearly intended to avoid the expense incident to ordinary litigation, yet this ideal was not observed. It proved popular and became choked with general business, and expense and delay seem to have been as rife there as in the ordinary courts. The real characteristic was that it was "a court of conscience, appointed to mitigate the rigour of proceeding in law." At one time this was recognized by the common law courts as a proper and beneficent part for it to play. In 1585 two of the judges of the Common Pleas besought its interference for the purpose of granting relief after execution upon a harsh judgment at law. But a few years later, when the court had been in active operation for a century, the common law judges took a different line. Instead of welcoming the interference of the Court of Requests for the purpose of mitigating the rigour of the law, they boldly called in question the legality of its procedure, they issued writs of prohibition to prevent it from touching matters depending in the common law courts, and they set at liberty by *habeas corpus* persons who were detained under its authority.

The contest was brought to a head in *Stepney's case*, already referred to, and according to Lord COKE (Inst. IV., c. 9), "it was adjudged upon solemn argument, that this which was called a Court of Requests, or the White Hall, was no court that had power of judicature, but all the proceedings thereupon were *coram non judice*." This ruling, as might have been expected, had an unfortunate effect on the proceedings in the Court of Requests. Its authority began to be openly defied. In 1600 certain defendants in a cause were arrested by order of the court and brought to Whitehall. "They were there," we are told, "committed to the Warden of the Fleet, one of them presentlie in court signifyinge with great scorne of the court and judges there, and to the verie ill example of all the barre and standers by, that they had a *habeas corpus* ready to discharge them from that imprisonment." And in fact they were afterwards set at liberty by the Common Pleas, where it was declared "that the judges of the Court of Whitehall had none authoritie either to sitt there or to comitt any man from thence."

Notwithstanding these attacks the court seems to have continued to be full of business. Mr. LEADAM quotes some figures for the year 1594. In a sitting of 23 days it made 336 orders, an average of over 14 orders a day. "After," says Mr. LEADAM, "the Courts of Common Law had done their worst by impugning its authority and invalidating its decisions, the Court of Requests could still produce its crowded volumes of orders and decrees as evidence of its popularity and as justification of its continued existence." The same state of things continued down to the time of the Civil War. In a sixteen days' sitting in 1642, Mr. LEADAM has counted 556 orders. The continuance of the court for so long a period after the attacks made upon it under Elizabeth is ascribed to the growing assertion of the prerogative under the Stuart kings. In this case the prerogative seems to have been on the side of justice and convenience. But the fact that the court depended on the Crown accounts for its disappearance on the outbreak of the Civil War, and for the failure to re-establish it under Charles 2. There were expectations of its re-establishment, and the four Masterships of Requests in Ordinary were filled up. But it was considered too hazardous to re-assert the prerogative by permitting the masters to exercise the former jurisdiction. They had to content themselves with the humbler task of hearing petitions from persons who deemed themselves entitled to compensation from Charles 2 for losses suffered in his cause. For the nature of the cases which had formerly been entertained by the court we must refer our readers to Mr. LEADAM'S selection. They deal with a variety of subjects, and include cases upon copyhold rights which are very valuable for the light they throw on the changes in the relation of lord and tenant consequent on changes in economic conditions and on the dissolution of the religious houses. Mr. LEADAM has compiled a very valuable and interesting volume.

* Selden Society. Select Cases in the Court of Requests. A.D. 1497—1569. Edited for the Selden Society by I. S. LEADAM. Bernard Quaritch.

## REVIEWS.

### RULING CASES.

RULING CASES. Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., Barrister-at-Law. Assisted by other Members of the Bar. WITH AMERICAN NOTES by IRVING BROWNE. VOL. XVI.: LARCENY ACT—MANDATE. VOL. XVII.: MANORIAL RIGHT—MISTAKE. Stevens & Sons (Limited).

The sixteenth volume of this useful series includes the important subjects of Limitation of Actions and Local Government. The former is illustrated by twenty-four cases, most of which are well known as leading cases. *Tanner* v. *Smart* (6 B. & C. 603) settled, after some conflict of opinion, that an acknowledgment to take a debt out of the Limitation Act, 1623—more familiarly known as the statute of James—must be such that the law will imply from it a promise to pay the debt; a mere admission of the debt is not sufficient. The rule, with the requirement of Lord Tenterden's Act (9 Geo. 4, c. 14), that the acknowledgment must be in writing, is well explained, and illustrated by further cases, in the notes. An acknowledgment, by writing or part payment, to keep alive a specialty debt depends on 3 & 4 Will. 4, c. 42, and in this connection Mr. Campbell introduces *Roddam* v. *Morley* (1 De G. & J. 1). The note appended to the case seems, however, incomplete without a reference to the later case of *Cooper* v. *Cresswell* (L. R. 2 Ch. 112).

From the two cases it has to be discovered—not always without difficulty—how far a payment by one person keeps alive the specialty debt against other persons interested. *Sutton* v. *Sutton* 26 Ch. D. 511), another of the selected cases, shewed the effect of the Real Property Limitation Act, 1874, in cutting down to twelve years the personal remedy in respect of money charged on land. Other well-known cases which are inserted are *Lyell* v. *Kennedy* (14 App. Cas. 437) and *Pugh* v. *Heath* (6 Q. B. D. 345; 7 App. Cas. 235), the latter specially interesting for the judgment delivered by Lord Selborne, C., in the Court of Appeal, upon the effect of a foreclosure decree in giving a new starting-point for the Statute of Limitations. Volume XVII. is occupied chiefly with the subjects of "Marriage," "Master and Servant," "Merger," and "Mines and Minerals." As might be expected these furnish many familiar "ruling cases." Under "Marriage" is placed the famous case of *Reg.* v. *Millis* (10 Cl. & Fin. 534), where the House of Lords was equally divided upon the necessity of the presence of a clergyman of the Church of England to constitute a good marriage at common law. The head of "Master and Servant" is made the occasion for introducing as a ruling case *Allen* v. *Flood* (1898, A. C. 1), a case—it is remarked in the notes—the sequel of which it is impossible to anticipate. The subject of "Mines and Minerals" is very fully dealt with in a series of thirty-seven cases. For the meaning of "minerals" reference is usually made to *Hext* v. *Gill* (L. R. 7 Ch. 699), but it is not safe to neglect the judgments in *Lord Provost of Glasgow* v. *Farie* (13 App. Cas. 657), notwithstanding that that case depended on the construction of a special statutory reservation. Both cases will be found set out at length. These volumes worthily maintain the reputation of the series.

### BOOKS RECEIVED.

The Law of Inebriate Reformatories and Retreats: comprising the inebriates Acts, 1879 to 1898; with Copious Notes, and an Appendix containing Acts, Forms, Rules, and Regulations. By WYATT PAINE, Barrister-at-Law. Sweet & Maxwell (Limited).

## NEW ORDERS, &c.

### THE JUDICIAL TRUSTEES ACT, 1896.

The following Rule under the Judicial Trustees Act, 1896, is hereby published pursuant to the Rules Publication Act, and declared to be urgent.

Where an official of the Court is Judicial Trustee it shall be lawful for the Bank of England and Bank of Ireland, and for any other corporation, company, or public body (all of which other bodies are hereinafter included in the term "company"), to open and keep accounts of stock, shares, annuities, and securities (all of which are hereinafter included in the term "stock") in the name of such official under his official *title* without naming him, and the dividends on such stock may from time to time be received, and such stock, or any part thereof, may from time to time be transferred by the person for the time being holding such office without any order or direction of the Court as if the same stood in his own name. And without any order or direction of the Court such official may, by letter of attorney, authorize the Bank of England or the Bank of Ireland, or all or any of their proper officers, to sell and transfer all or any part of the stock from time to time standing in the books of the said banks on such account, and to receive the dividends due and to become due thereon. And where, according to the practice of any company (other than the said banks), such stock is accustomed to be sold and transferred, or the dividends to be received by letter of attorney, such official may authorize such company, or the proper officer or officers thereof, *or any other person*, to sell and transfer all or any part of the stock from time to time standing in the books of such company on such account, and to receive the dividends due and to become due thereon. And notwithstanding section 20 of 29 & 30 Vict. c. 39, no request of the Treasury shall be necessary to authorize any such account of Government stocks and annuities to be opened, and no order in writing of the Treasury shall be necessary for the sale or transfer of any such Government stocks or annuities.

This Rule shall be read with the Judicial Trustees Rules, 1897.

An Iowa judge, says the *Central Law Journal*, relates an amusing incident that occurred in his court when a coloured man was brought up for some petty offence. The charge was read, and as the statement "The State of Iowa against John Jones" was made in a loud voice, the coloured man's eyes bulged out of their sockets, and he seemed perfectly overcome with terror and astonishment. When he was asked if he had anything to say, or pleaded guilty or not guilty, he gasped out: "Well, yo' honah, ef de whole State o' Iowa is agin this one pore nigger, I'se gwine to give up right now."

## CASES OF THE WEEK.

### House of Lords.

**POWELL** *v.* **KEMPTON PARK RACECOURSE CO.** 14th March.

GAMING—BETTING—RESERVED ENCLOSURE ON RACECOURSE—"USING A PLACE" FOR BETTING PURPOSES—BETTING ACT, 1853 (16 & 17 VICT. C. 119), ss. 1, 3.

This was an appeal from an order of the full Court of Appeal (reported 46 W. R. 8; 1897, 2 Q. B. 242), and argued before their lordships in May last. The material facts are as follows: At Kempton Park Racecourse there is piece of ground (about one-quarter of an acre) known as the Reserved Enclosure, which is enclosed by iron rails. Persons are admitted to this enclosure on race-days, varying in number from 500 to 2,000, amongst whom there are always professional bookmakers from 100 to 200 in number. These bookmakers are admitted to this enclosure as members of the general public, and have no rights, interest, or control in or over the enclosure, nor have they any special rights or privileges therein. The bookmakers do not confine themselves to any fixed spot in the enclosure, nor do they use any desk, stool, umbrella, or tent, though any particular bookmaker is usually to be found in or near the same spot of the enclosure. In this enclosure these bookmakers carry on business in competition with each other, betting with those of the public who are within the enclosure and who may be desirous of betting with them, whether upon credit or by way of ready-money betting. The appellant brought this action as a shareholder against the Kempton Park Racecourse Co., asking for an injunction to forbid them to permit the enclosure to be illegally used within the meaning of the Betting Houses Act, 1853. It was admitted that for at least half a century before the passing of the Betting Act of 1853, and down to the present time, betting transactions of precisely the same character had been carried on in enclosures at racecourses. Lord Russell of Killowen, C.J., before whom the case was tried, held that the case was not distinguishable from *Hawke* v. *Dunn* (45 W. R. 359; 1897, 1 Q. B. 579) and granted an injunction, but the Court of Appeal (Rigby, L.J., dissenting) held that the enclosure was not a "place used" by the bookmakers for the purpose of betting with persons resorting thereto, and that the company did not permit the same to be so used within the meaning of section 3 of the Act. The plaintiff appealed from this decision.

THE HOUSE (Earl of HALSBURY, L.C., and Lords WATSON, HOBHOUSE, ASHBOURNE, MACNAGHTEN, MORRIS, SHAND, DAVEY, and JAMES OF HEREFORD) dismissed the appeal (Lords HOBHOUSE and DAVEY dissenting).

Earl of HALSBURY, L.C., in the course of a long judgment said: It has been argued that the history of the legislation and of the facts which gave rise to the enactment may, in view of the preamble, affect the construction of the Act itself, but though I do not deny that such topics may usefully be employed to interpret the meaning of a statute, they do not, in my view, afford conclusive argument here. Two propositions are quite clear, one that a preamble may afford useful light as to what a statute intends to reach, and another that if an enactment is itself clear and unambiguous, no preamble can qualify or cut down the enactment, and in this case it appears to me that the question must be decided upon the words of the statute and upon the facts which are not and never have been contested. Indeed, apart from the historical question, which, for the reasons I have given, I dismiss from my consideration for the present, it would be idle indeed for anyone to contest what I suppose is true of every race meeting in the country, and not only applicable to this particular case. In saying this, however, I think it right to add that I do not see the least foundation for the suggestion that any fact or argument has been kept back or misrepresented. The argument has certainly been conducted with great ability and earnestness, as, indeed, was to be expected, considering who were the learned counsel who argued it. Now, the words which it appears to me your lordships have to construe are these: (1) No house, office, room, or other place; (2) shall be opened, kept, or used; (3) for the purpose of the owner, occupier, or keeper thereof, or any person using the same, or any person procured or employed by or acting for or on behalf of such owner, occupier, or keeper, or person using the same, or of; (4) any person having the care or management, or in any manner conducting the business thereof; (5) betting with persons resorting thereto. I will discuss presently the rest of the section, and, in discussing this part of it, I will postpone for the moment all the words except "owner" or "occupier," in order to make clear what, in my view, is the substantial sense of the enactment. I will, of course, deal with the other words in detail, and particularly with the words "persons using the same"; but let us first see what is the substance of the enactment. It prohibits opening a house, &c., for the purpose of the owner or occupier betting with persons resorting to the house so opened. It does not prohibit betting. It does not affect to deal with the betting of people unconnected with the house betting *inter se*, and it is obvious that unless some of the words which I have omitted can be held to enlarge the nature of the offence created by the words I have quoted, none of the facts proved shew the owner or occupier of the place in question to be betting or ready to bet with the persons resorting thereto. The owner or occupier has no interest in any bet, and is in no way concerned with any bet, and whatever may be the nature of the place, which to my mind is another question, the transactions described in the case are in no sense bets with the owner or occupier of the place in question. They are bets *inter se* by a great many people who resort to the place, but have, as I have said, no relation at all to the owner or occupier thereof. This appears to me so plain that I think, but for the words "or person using the same," no question would ever have arisen, and it is material to

see what these words import. It will be observed that these words occur as an alternative to the owner of the place—I supply the words "of the place" by necessary construction. Occupier of the place, keeper of the place, or any person using the place; these are all placed in one category; then comes another enumeration of persons employed, and again language is exhausted to fix responsibility upon caretakers, managers, or other persons in any manner conducting the business thereof. I think it is clear that what the statute is dealing with here is the case of persons who are in control and occupation of the place which is assumed to be the betting establishment. The conducting of the business, whether as master or servant, is the thing made unlawful, and the business is that of a betting-house or place to which people can resort for the purpose of betting not with each other but with the betting establishment. It is the employment of the words "using the same" which to my mind has led to the difference of opinion. Those words, unless explained by the context, are necessarily ambiguous. In one sense every person who enters the enclosure uses it, but he does not use it in the character of owner, keeper, manager, or conductor of the business thereof. The betting man in his use of the place differs in this respect in no way from any other member of the public who enters it and who neither does nor intends to bet. It is the personality of the betting man and not his being in any particular place which affords the opportunity of betting, and a man who walked along the public road shouting the odds in the way here described would be doing exactly the same thing. It is nothing to the purpose that there are a great many of them who may be found in this enclosure: there is no business being conducted by a keeper, owner, &c., in the enclosure. Each betting man is himself conducting his own business as a betting man, and, as I have said, his betting is in no way connected with the place, except that he as well as other people not betting men are there. It is here that I am unable to follow the reasoning of my noble friends Lord Hobhouse and Lord Davey. They both, if they will forgive me for saying so, employ the word "use" in a double sense. My noble friend Lord Hobhouse admits the word "use" is ambiguous, and limits it by such words as "deliberate, designed, and repeated," but to my mind these words miss the point. It is not the repeated and designed as distinguished from the casual or infrequent use which the employment of that word imports here, but the character of the use as a use by some person having the dominion and control over the place, and conducting the business of a betting establishment with the persons resorting thereto. My noble friend Lord Davey gives as the prohibited purpose, "using," without any such qualifications as I have been endeavouring to explain, using a house for the purpose of betting with persons who resort thereto. It is upon this point that I think the whole question turns, and I think here there is no such betting establishment at all as is aimed at by the Legislature, and no keeper, owner, &c., who bets with anyone. As I have said, I can understand no one of these bettors to be different from any other class of bettors. They do not in any sense own or keep the enclosure differently from the persons resorting thereto. In truth they are all persons resorting to this place, and the other class aimed at by the statute do not exist at all in these transactions. The man who takes the admission fee neither knows nor cares whether the man who pays for his admission bets or no. I am not certain that I appreciate the distinction which I observe is sought to be drawn between what are called professional betting men and other men who bet. In respect of games which people play for amusement or pay, the distinction is intelligible enough, but all people who bet for money mean to win money, and whether it is for the sake of a living or for the sake of adding to money which the bettor already possesses seems to me an altogether illusory distinction. The second part of the section is in strict accordance with what I have suggested as the meaning of the statute. It assumes a place or establishment for receiving money or some valuable thing being received by or on behalf of an owner, occupier, keeper, or person; here the statute uses the words as aforesaid, that is "person using the same," for the consideration of any assurance, undertaking, promise, or agreement, express or implied, to pay or give thereafter any money or valuable thing on any event or contingency of or relating to any horse-race, or other race, fight, game, sport, or exercise . . . Then every house, office, room, or any other place opened, kept, or used for the purposes aforesaid, or any of them, is hereby declared to be a common nuisance and contrary to law. It seems to me clear that the thing against which the enactment is levelled is any place used in the sense I have explained. There must be a business conducted, and there must be an owner, occupier, manager, keeper, or some person to whom, if these designations do not apply, must nevertheless be some other person, who is analogous to, and is of the same genus as an owner, keeper, or occupier, who bets, or is willing to bet, with the persons who resort to his house, room, or other place. In this view it is not an offence under this Act of Parliament to allow persons to assemble for the purpose of betting with each other; there is upon this hypothesis no business being conducted at all. The different betting people, or each individual bettor, is conducting his own business, and doing it in a house used indeed but only used just as he might do it on the race-course or on the high road. There is no betting establishment at all, and there is no keeper of one. His lordship added that the late Lord HERSCHELL had read his judgment and expressed his concurrence, and that Lord ASHBOURNE also agreed.

Lords WATSON, MACNAGHTEN, MORRIS, SHAND, and JAMES OF HEREFORD concurred.

Lord HOBHOUSE dissented, as did Lord DAVEY. In the result the appeal was dismissed with costs.—COUNSEL, *Asquith*, Q.C., and *H. S. Cautley*; *Joseph Walton*, Q.C., *C. W. Matheus*, and *G. H. Stutfield*. SOLICITORS, *Le Brasseur & Oakley*; *Peachey & Son*, for *Arthur Cheese*.

[Reported by C. H. GRATTON, Barrister-at-Law.]

## Court of Appeal.

**"THE VORTIGERN."** No. 1. 11th March.

SHIP—CHARTER-PARTY—WARRANTY OF SEAWORTHINESS—VOYAGE IN STAGES.

Appeal from the judgment of Barnes, J. The plaintiffs were the owners of the steamship *Vortigern*, which was chartered by the defendants for a voyage from Cebu in the Philippine Islands to Liverpool for a lump sum freight of £3,875. The charter-party contained an exception of liability for the negligence, default, or error of judgment of the pilot, master, mariners, or other servants of the shipowners. The ship left Cebu with her chartered cargo and called at Colombo, where she took in coals. She passed Perim without calling there to take in coals, and before arriving at Suez the coals ran short, and the master mixed 828 bags of copra, part of the cargo, with the coal and burnt it as fuel. Upon the ship's arrival at Liverpool the defendants paid the amount of the freight less £590, the value of the copra burnt. The plaintiff thereupon brought this action to recover the £590. The engineer's log shewed that the voyage was divided for coaling purposes, into three stages, the first being from Cebu to Colombo, the second from Colombo to Suez, and the third from Suez to Liverpool. The plaintiffs contended that the implied warranty of seaworthiness was complied with when the ship left Cebu with sufficient coal to take her to Colombo, the end of the first stage, and that there was no warranty that she would take on board sufficient coals for the next stage, but that there was only an implied promise that the servants of the shipowners would take due care to replenish the coals, which implied promise was here excluded by the exception in the charter-party as to negligence. The defendants contended that when a voyage was, for coaling purposes, by the necessity of the case divided into stages, the implied warranty of seaworthiness, as regards the supply of coals, attached at the commencement of each stage. Barnes, J., found as a fact that the ship had not sufficient coals on board when she left Colombo to take her to Suez, and that she was, therefore, not seaworthy when she left Colombo, and he held that the warranty of seaworthiness attached at the commencement of each stage. He accordingly gave judgment for the defendants. The plaintiffs appealed.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., A. L. SMITH and COLLINS, L.JJ.) dismissed the appeal, holding that, where the voyage was from the necessity of coaling divided into stages, the implied warranty of seaworthiness attached at the commencement of each stage, and that as the ship, when she left Colombo, had not sufficient coals on board to take her to Suez, she was not seaworthy when she left Colombo, and the warranty had been broken.—COUNSEL, *Scrutton* and *D. Stephens*; *Joseph Walton*, Q.C., *Horridge*, and *J. Mansfield*. SOLICITORS, *Holman, Birdwood, & Co.*; *Rowcliffes, Rawle, & Co.*, for *Hill, Dickinson, & Co.*, Liverpool.

[Reported by W. F. BARRY, Barrister-at-Law.]

**ELLIS AND WIFE** *v.* **WADESON & MALLESON.** No. 1. 14th March.

PRACTICE—ACTION AGAINST FIRM IN FIRM NAME—DEATH OF ONE PARTNER AFTER ACTION—DEFENCE BY SURVIVING PARTNER—XLVIIIA., 5.

Appeal from an order of Ridley, J., at chambers. The action was brought against a firm in the firm name to recover damages. There were two partners in the firm, Malleson and Nesbitt. After appearance, and before defence was delivered, Malleson died. Nesbitt thereupon delivered a defence entitled as in the writ of summons, but headed "defence of the defendant Robert Chancellor Nesbitt." The plaintiffs took out a summons for leave to sign judgment in default of defence, contending that the defence was irregular, as it should have been a defence for the firm. The defendant Nesbitt contended that partners when sued in the firm name were entitled to sever their defences, and that this defence was regular as the proceedings were continued in the firm name. The master referred the summons to the judge, who made an order that the plaintiffs should be at liberty to sign interlocutory judgment against the defendants for damages to be assessed unless the defendants delivered their defence in the action forthwith. The plaintiffs appealed

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) dismissed the appeal.

ROMER, L.J., in delivering the judgment of the court, said that where an action was brought against a partnership composed of several partners in the firm name, the partners might agree to deliver one statement of defence of the firm. If they could not agree to do that, then each partner who had entered an appearance was entitled to deliver a separate defence, but each such defence should be in the form of a statement of defence of the firm "by (naming the partner) one of the partners appearing in the action." It was said, what was the plaintiff to do if a series of inconsistent defences were put in? The answer was that he must shew that none of the defences so put in prevented judgment being entered against the firm. If only one partner entered an appearance he would be entitled to put in a defence of the firm, and he might, if he chose, add the words, "by (naming the partner) a partner appearing in the action." It would be a defence of the firm, and the action would go to trial upon that defence, and judgment, if recovered, would be against the firm. If the partner put in an improper defence, and thereby rendered the firm liable, he might be committing a breach of duty towards his co-partners, and be liable to them, but the plaintiff would obtain judgment against the firm, and could enforce it against the partners and the partnership assets. If, however, a partner was not served, and was ignorant of the action, leave would not be given to issue execution against him without giving him an opportunity of contesting his liability: see *Ex parte Young* (19 Ch. D. 124). Next, as regards the death of a partner. Supposing a partner died before action was brought, and that action was against the firm in the firm name. The dead man would be no party to the action so far as regarded his private

estate. A dead man could not be sued, only his personal representatives. The action would be against the surviving partners. Since the Judicature Act the plaintiff could join in one action the surviving partners and the personal representatives of the deceased partner, if the maxim *actio personalis moritur cum persona* did not apply, but unless the personal representatives were expressly added, judgment and execution could only go against the firm, and be enforced against the surviving partners and the partnership assets. The reason why the partnership assets could be reached was that, notwithstanding the death, the surviving partners had authority to bind the deceased partner's share in the partnership assets, inasmuch as their authority extended to wind up the partnership, to pay the debts, and to defend claims: see Lindley on Partnership (5th ed.), pp. 217, 218, 587. Supposing next that the partner died after action brought and before judgment, judgment could only be enforced against the surviving partners and the partnership assets. The partner so dying would not be before the court. If the firm consisted of two partners and both died before judgment, no judgment could be obtained. Applying those principles to the present case, Nesbitt was the sole surviving partner. He had to put in a defence on the part of the firm. By doing so he did not make the deceased partner a party to the action. The form of defence must be the defence of the firm, though he might add the words "by Nesbitt, the surviving partner." This was a matter of substance, and not of mere form, because the plaintiffs, if they recovered against the firm, could issue execution against Nesbitt and against the partnership assets. The present defence was not a defence of the firm, but of Nesbitt in his personal capacity, in which capacity he was not sued. The learned judge was therefore right. The defendant, however, would have leave to put in a defence on behalf of the firm by him as surviving partner within seven days.—COUNSEL, *G. Spencer Bower; English Harrison*, Q.C., and *J. R. Atkin*. SOLICITORS, *Crosse & Sons; N. Herbert Smith*.

[Reported by W. F. BARRY, Barrister-at-Law.]

### CAHN AND MAYER *v.* POCKETT'S BRISTOL CHANNEL STEAM PACKET CO. (LIM.). No. 1. 3rd and 8th March.

SALE OF GOODS—BILL OF LADING AND BILL OF EXCHANGE—DISHONOUR OF BILL OF EXCHANGE—INDORSEMENT OF BILL OF LADING BY BUYER—TITLE TO GOODS—SALE OF GOODS ACT, 1893, S. 25, SUB-SECTION 2—FACTORS ACT, 1889, S. 2, SUB-SECTION 2.

This was an appeal by the plaintiffs from the judgment of Mathew, J. (reported 3 Com. Cas. 197; 1898, 2 Q. B. 61). The action was brought by the plaintiffs, indorsees of a bill of lading for a parcel of copper, against shipowners for non-delivery of the goods. The copper in question had been sold by Steinmann & Co. to Pintscher for delivery at Hamburg or Rotterdam. The copper was shipped at Swansea on board the defendants' steamship *Collier*, and Steinmann & Co. forwarded the bill of lading, indorsed in blank, to Pintscher, together with a draft for his acceptance. When the documents arrived Pintscher was on the verge of bankruptcy. He did not accept the draft, but, having sold copper to the plaintiffs, in fraud of Steinmann & Co. indorsed the bill of lading to the plaintiffs. The plaintiffs took the bill of lading in good faith. Steinmann & Co. having become aware of Pintscher's financial difficulties, took steps to stop the goods before they had been delivered to the plaintiffs, Steinmann & Co. giving an indemnity to the defendants. It was contended for the plaintiffs that Pintscher had obtained possession of the bill of lading "with the consent of the seller" within the meaning of section 25, sub-section 2, of the Sale of Goods Act, 1893, and that he was therefore, under the provisions of that section and of the Factors Act, 1889, able to give a good title to the plaintiffs. Mathew, J., held that Pintscher only held the bill of lading as agent of the seller for safe custody until he should have accepted the bill of exchange, and that, not having done so, he was never in possession of the bill of lading with the consent of the seller, and that Pintscher could give no title to the plaintiffs. His lordship therefore gave judgment for the defendants. The plaintiffs appealed.

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., read a judgment in which, after stating the facts and referring to section 25, sub-sections 2 and 3, of the Sale of Goods Act, 1893, and section 1, sub-section 2, and section 2, sub-section 1, of the Factors Act, 1889, he said that if Pintscher obtained the actual custody of the bill of lading with the consent of Steinmann, the plaintiffs could make title to the bill of lading and the goods under the above-mentioned Acts. It was clear that the bill of lading was in the actual custody of Pintscher, but that did not suffice, for the possession must be "with the consent of the seller." The bill of lading was not obtained by Pintscher by any trick or device—in which case it could not be said that custody was obtained with Steinmann's consent—but on the contrary the bill of lading, accompanied by the draft, was voluntarily sent by Steinmann to Pintscher. Why then was not the bill of lading obtained by Pintscher, and in his actual custody, with Steinmann's consent? The limitation of Pintscher's authority to deal with the bill of lading after he got it into his custody was not to the point. The words of the Act meant actual physical custody. After consideration, the only answer his lordship could give to the question was that the bill of lading was obtained from Steinmann by Pintscher, and was in his actual custody, with the consent of Steinmann. His lordship referred to *Shepherd* v. *Harrison* (L. R. 5 H. L. 116), which had been relied on by the defendants, and said that in his opinion that case did not support the defendants' contention. The second point for decision, which had not been raised in the court below, was that, supposing the plaintiffs had a good title to the bill of lading by virtue of the protection afforded to them by the above-mentioned Acts, Steinmann could, nevertheless, stop the goods in transition, and thus defeat the plaintiffs' statutory title. The Factors Act, 1889, s. 2, sub-section 1, enacted that where a mercantile agent, which included a buyer, was with the consent of the owner in the actual custody of the goods or the documents of title, any disposition of the goods made by him should, subject to the provisions of the Act, be as valid as if he were expressly authorized by the owner of the goods to make the same; provided that the person taking under the disposition acted in good faith. By section 10 of the same Act it was enacted that where there was such a transfer of the documents of title the transfer should have the same effect for defeating any vendor's lien or right of stoppage *in transitu* as a transfer of a bill of lading had for defeating the right of stoppage *in transitu*. What did it avail, then, to refer to section 61, sub-section 2, of the Act of 1893, which said that the rules of common law, save in so far as they were inconsistent with the express provisions of the Act, should continue to apply to contracts for the sale of goods. For the provisions of section 2, sub-section 1, and section 10 of the Factors Act, which, it was conceded, must be read as part of the Act of 1893, expressly provided that in circumstances such as existed in the present case the right to stoppage *in transitu* was defeated. On this point his lordship also referred to section 47 of the Act of 1893, which left this right of stoppage *in transitu* precisely where it was before upon the mere sale of goods when no transfer of the bill of lading by indorsement took place, and re-enacted section 10 of the Factors Act, 1889. The second point, therefore, also failed Steinmann, and for these reasons the appeal must be allowed.

COLLINS and ROMER, L.JJ., concurred. Appeal allowed.—COUNSEL, *Joseph Walton*, Q.C., *J. A. Hamilton*, and *Chaytor; Cohen*, Q.C., and *Parker Lowe*. SOLICITORS, *Richard White*, for *E. M. Clason Dähne*, Swansea; *Woodcock, Ryland, & Parker*, for *Forshaw & Hawkins*, Liverpool.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

### MOUNTAIN *v.* PARR. No 1. 11th March.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—ARBITRATION—POWER OF COUNTY COURT JUDGE TO GRANT A NEW TRIAL—WORKMEN'S COMPENSATION ACT, 1897, SCHEDULE II., S. 4—WORKMEN'S COMPENSATION RULES, 1898, RR. 24, 64.

This was an appeal from the decision of the judge of the Nottingham County Court refusing to grant a new trial in an arbitration under the Workmen's Compensation Act, 1897. The original hearing of the case took place on the 15th of November, 1898, before the county court judge sitting as an arbitrator under the Act, and an award was made for a weekly sum to be paid to the workman by way of compensation. On the 10th of December the employer gave notice of his intention to apply to the county court judge for a new trial. On the hearing of the application on the 21st of December, it was objected, on behalf of the workman, that the county court judge had no power to grant a new trial. The county court judge held that he had jurisdiction to hear the application, but he dismissed the application on its merits. The employer appealed. The same objection was taken on behalf of the workman as a preliminary objection to the hearing of the appeal. On the part of the employer reliance was laid on rules 1 (4), 24, and 64 of the Workmen's Compensation Rules, 1898

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) allowed the objection and dismissed the appeal.

A. L. SMITH, L.J., said the question was whether the county court judge had jurisdiction to grant a new trial. It was clear from the Act that the county court judge at the original hearing was sitting as an arbitrator, and as an arbitrator only. Section 1, sub-section 3, said that any question under the Act should, if not settled by agreement, be settled by arbitration in accordance with the provisions of the second schedule to the Act. Section 2 of the second schedule said that in the absence of agreement as to an arbitration the matter should be settled by the county court judge. Section 4 of the schedule was as follows: "The Arbitration Act, 1889, shall not apply to any arbitration under this Act; but an arbitrator may, if he thinks fit, submit any question of law for the decision of the county court judge, and the decision of the judge on any question of law, either on such submission, or in any case where he himself settles the matter under this Act, shall be final, unless within the time and in accordance with the conditions prescribed by Rules of the Supreme Court either party appeals to the Court of Appeal; and the county court judge shall, for the purpose of an arbitration under this Act, have the same powers of procuring the attendance of witnesses and the production of documents as if the claim for compensation had been made by plaint in the county court." In his opinion the idea governing the whole of the enactment was that the county court judge was to sit as an arbitrator. An arbitrator clearly had no power to grant a new trial of a case which he had heard. It was argued that rule 1 (4) and rule 24 of the Workmen's Compensation Rules brought in the county court rules and practice, and gave the judge the same powers as if he were sitting not as an arbitrator. And reliance was specially laid on rule 64, which said: "Where any matter or thing is not specially provided for under these rules, the same procedure shall be followed and the same provisions shall apply, as far as practicable, as in a similar matter or thing under the County Courts Act, 1888, and the rules made in pursuance of that Act." In his opinion those rules were intended to apply the powers to which they referred so far as they were applicable to arbitrations, and no further. The county court judge therefore was not vested with his ordinary county court jurisdiction, and he had no power to entertain an application for a new trial.

COLLINS and ROMER, L.JJ., concurred.—COUNSEL, *Etherington Smith; W. H. Stevenson*. SOLICITORS, *J. H. Lee & Watts*, for *Whittingham & Williams*, Nottingham; *Bramall, White, & Saunders*, for *Walker & Barker*, Nottingham.

[Reported by F. G. RUCKER, Barrister-at-Law.]

see what these words import. It will be observed that these words occur as an alternative to the owner of the place—I supply the words "of the place" by necessary construction. Occupier of the place, keeper of the place, or any person using the place; these are all placed in one category; then comes another enumeration of persons employed, and again language is exhausted to fix responsibility upon caretakers, managers, or other persons in any manner conducting the business thereof. I think it is clear that what the statute is dealing with here is the case of persons who are in control and occupation of the place which is assumed to be the betting establishment. The conducting of the business, whether as master or servant, is the thing made unlawful, and the business is that of a betting-house or place to which people can resort for the purpose of betting not with each other but with the betting establishment. It is the employment of the words "using the same" which to my mind has led to the difference of opinion. Those words, unless explained by the context, are necessarily ambiguous. In one sense every person who enters the enclosure uses it, but he does not use it in the character of owner, keeper, manager, or conductor of the business thereof. The betting man in his use of the place differs in this respect in no way from any other member of the public who enters it and who neither does nor intends to bet. It is the personality of the betting man and not his being in any particular place which affords the opportunity of betting, and a man who walked along the public road shouting the odds in the way here described would be doing exactly the same thing. It is nothing to the purpose that there are a great many of them who may be found in this enclosure: there is no business being conducted by a keeper, owner, &c., in the enclosure. Each betting man is himself conducting his own business as a betting man, and, as I have said, his betting is in no way connected with the place, except that he as well as other people not betting men are there. It is here that I am unable to follow the reasoning of my noble friends Lord Hobhouse and Lord Davey. They both, if they will forgive me for saying so, employ the word "use" in a double sense. My noble friend Lord Hobhouse admits the word "use" is ambiguous, and limits it by such words as "deliberate, designed, and repeated," but to my mind these words miss the point. It is not the repeated and designed as distinguished from the casual or infrequent use which the employment of that word imports here, but the character of the use as a use by some person having the dominion and control over the place, and conducting the business of a betting establishment with the persons resorting thereto. My noble friend Lord Davey gives as the prohibited purpose, "using," without any such qualifications as I have been endeavouring to explain, using a house for the purpose of betting with persons who resort thereto. It is upon this point that I think the whole question turns, and I think here there is no such betting establishment at all as is aimed at by the Legislature, and no keeper, owner, &c., who bets with anyone. As I have said, I can understand no one of these bettors to be different from any other class of bettors. They do not in any sense own or keep the enclosure differently from the persons resorting thereto. In truth they are all persons resorting to this place, and the other class aimed at by the statute do not exist at all in these transactions. The man who takes the admission fee neither knows nor cares whether the man who pays for his admission bets or no. I am not certain that I appreciate the distinction which I observe is sought to be drawn between what are called professional betting men and other men who bet. In respect of games which people play for amusement or pay, the distinction is intelligible enough, but all people who bet for money mean to win money, and whether it is for the sake of a living or for the sake of adding to money which the bettor already possesses seems to me an altogether illusory distinction. The second part of the section is in strict accordance with what I have suggested as the meaning of the statute. It assumes a place or establishment for receiving money or some valuable thing being received by or on behalf of an owner, occupier, keeper, or person; here the statute uses the words as aforesaid, that is "person using the same," for the consideration of any assurance, undertaking, promise, or agreement, express or implied, to pay or give thereafter any money or valuable thing on any event or contingency of or relating to any horse-race, or other race, fight, game, sport, or exercise . . . Then every house, office, room, or any other place opened, kept, or used for the purposes aforesaid, or any of them, is hereby declared to be a common nuisance and contrary to law. It seems to me clear that the thing against which the enactment is levelled is any place used in the sense I have explained. There must be a business conducted, and there must be an owner, occupier, manager, keeper, or some person to whom, if these designations do not apply, must nevertheless be some other person, who is analogous to, and is of the same genus as an owner, keeper, or occupier, who bets, or is willing to bet, with the persons who resort to his house, room, or other place. In this view it is not an offence under this Act of Parliament to allow persons to assemble for the purpose of betting with each other; there is upon this hypothesis no business being conducted at all. The different betting people, or each individual bettor, is conducting his own business, and doing it in a house used indeed but only used just as he might do it on the racecourse or on the high road. There is no betting establishment at all, and there is no keeper of one. His lordship added that the late Lord HERSCHELL had read his judgment and expressed his concurrence, and that Lord ASHBOURNE also agreed.

Lords WATSON, MACNAGHTEN, MORRIS, SHAND, and JAMES OF HEREFORD concurred.

Lord HOBHOUSE dissented, as did Lord DAVEY. In the result the appeal was dismissed with costs.—COUNSEL, *Asquith*, Q.C., and *H. S. Cautley*; *Joseph Walton*, Q.C., *C. W. Mathews*, and *G. H. Stutfield*. SOLICITORS, *Le Brasseur & Oakley*; *Peachey & Son*, for *Arthur Cheese*.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

## Court of Appeal.

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THE COURT (Lord RUSSELL OF KILLOWEN, C.J., A. L. SMITH and COLLINS, L.JJ.) dismissed the appeal, holding that, where the voyage was from the necessity of coaling divided into stages, the implied warranty of seaworthiness attached at the commencement of each stage, and that as the ship, when she left Colombo, had not sufficient coals on board to take her to Suez, she was not seaworthy when she left Colombo, and the warranty had been broken.—COUNSEL, *Scrutton* and *D. Stephens*; *Joseph Walton*, Q.C., *Horridge*, and *J. Mansfield*. SOLICITORS, *Holman, Birdwood, & Co.*; *Rowcliffes, Rawle, & Co.*, for *Hill, Dickinson, & Co.*, Liverpool.

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THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) dismissed the appeal.

ROMER, L.J., in delivering the judgment of the court, said that where an action was brought against a partnership composed of several partners in the firm name, the partners might agree to deliver one statement of defence of the firm. If they could not agree to do that, then each partner who had entered an appearance was entitled to deliver a separate defence, but each such defence should be in the form of a statement of defence of the firm "by (naming the partner) one of the partners appearing in the action." It was said, what was the plaintiff to do if a series of inconsistent defences were put in? The answer was that he must shew that none of the defences so put in prevented judgment being entered against the firm. If only one partner entered an appearance he would be entitled to put in a defence of the firm, and he might, if he chose, add the words, "by (naming the partner) a partner appearing in the action." It would be a defence of the firm, and the action would go to trial upon that defence, and judgment, if recovered, would be against the firm. If the partner put in an improper defence, and thereby rendered the firm liable, he might be committing a breach of duty towards his co-partners, and be liable to them, but the plaintiff would obtain judgment against the firm, and could enforce it against the partners and the partnership assets. If, however, a partner was not served, and was ignorant of the action, leave would not be given to issue execution against him without giving him an opportunity of contesting his liability: see *Ex parte Young* (19 Ch. D. 124). Next, as regards the death of a partner. Supposing a partner died before action was brought, and that action was against the firm in the firm name. The dead man would be no party to the action so far as regarded his private

estate. A dead man could not be sued, only his personal representatives. The action would be against the surviving partners. Since the Judicature Act the plaintiff could join in one action the surviving partners and the personal representatives of the deceased partner, if the maxim *actio personalis moritur cum persond* did not apply, but unless the personal representatives were expressly added, judgment and execution could only go against the firm, and be enforced against the surviving partners and the partnership assets. The reason why the partnership assets could be reached was that, notwithstanding the death, the surviving partners had authority to bind the deceased partner's share in the partnership assets, inasmuch as their authority extended to wind up the partnership, to pay the debts, and to defend claims: see Lindley on Partnership (5th ed.), pp. 217, 218, 587. Supposing next that the partner died after action brought and before judgment, judgment could only be enforced against the surviving partners and the partnership assets. The partner so dying would not be before the court. If the firm consisted of two partners and both died before judgment, no judgment could be obtained. Applying those principles to the present case, Nesbitt was the sole surviving partner. He had to put in a defence on the part of the firm. By doing so he did not make the deceased partner a party to the action. The form of defence must be the defence of the firm, though he might add the words "by Nesbitt, the surviving partner." This was a matter of substance, and not of mere form, because the plaintiffs, if they recovered against the firm, could issue execution against Nesbitt and against the partnership assets. The present defence was not a defence of the firm, but of Nesbitt in his personal capacity, in which capacity he was not sued. The learned judge was therefore right. The defendant, however, would have leave to put in a defence on behalf of the firm by him as surviving partner within seven days.—Counsel, *G. Spencer Bower; English Harrison*, Q.C., and *J. R. Atkin*. Solicitors, *Crosse & Sons; N. Herbert Smith*.

[Reported by W. F. Barry, Barrister-at-Law.]

### CAHN AND MAYER *v.* POCKETT'S BRISTOL CHANNEL STEAM PACKET CO. (LIM.). No. 1. 3rd and 8th March.

Sale of Goods—Bill of Lading and Bill of Exchange—Dishonour of Bill of Exchange—Indorsement of Bill of Lading by Buyer—Title to Goods—Sale of Goods Act, 1893, s. 25, sub-section 2—Factors Act, 1889, s. 2, sub-section 2.

This was an appeal by the plaintiffs from the judgment of Mathew, J. (reported 3 Com. Cas. 197; 1898, 2 Q. B. 61). The action was brought by the plaintiffs, indorsees of a bill of lading for a parcel of copper, against shipowners for non-delivery of the goods. The copper in question had been sold by Steinmann & Co. to Pintscher for delivery at Hamburg or Rotterdam. The copper was shipped at Swansea on board the defendants' steamship *Collier*, and Steinmann & Co. forwarded the bill of lading, indorsed in blank, to Pintscher, together with a draft for his acceptance. When the documents arrived Pintscher was on the verge of bankruptcy. He did not accept the draft, but, having sold copper to the plaintiffs, in fraud of Steinmann & Co. indorsed the bill of lading to the plaintiffs. The plaintiffs took the bill of lading in good faith. Steinmann & Co. having become aware of Pintscher's financial difficulties, took steps to stop the goods before they had been delivered to the plaintiffs, Steinmann & Co. giving an indemnity to the defendants. It was contended for the plaintiffs that Pintscher had obtained possession of the bill of lading "with the consent of the seller" within the meaning of section 25, sub-section 2, of the Sale of Goods Act, 1893, and that he was therefore, under the provisions of that section and of the Factors Act, 1889, able to give a good title to the plaintiffs. Mathew, J., held that Pintscher only held the bill of lading as agent of the seller for safe custody until he should have accepted the bill of exchange, and that, not having done so, he was never in possession of the bill of lading with the consent of the seller, and that Pintscher could give no title to the plaintiffs. His lordship therefore gave judgment for the defendants. The plaintiffs appealed.

The Court (A. L. Smith, Collins, and Romer, L.JJ.) allowed the appeal.

A. L. Smith, L.J., read a judgment in which, after stating the facts and referring to section 25, sub-sections 2 and 3, of the Sale of Goods Act, 1893, and section 1, sub-section 2, and section 2, sub-section 1, of the Factors Act, 1889, he said that if Pintscher obtained the actual custody of the bill of lading with the consent of Steinmann, the plaintiffs could make title to the bill of lading and the goods under the above-mentioned Acts. It was clear that the bill of lading was in the actual custody of Pintscher, but that did not suffice, for the possession must be "with the consent of the seller." The bill of lading was not obtained by Pintscher by any trick or device—in which case it could not be said that custody was obtained with Steinmann's consent—but on the contrary the bill of lading, accompanied by the draft, was voluntarily sent by Steinmann to Pintscher. Why then was not the bill of lading obtained by Pintscher, and in his actual custody, with Steinmann's consent? The limitation of Pintscher's authority to deal with the bill of lading after he got it into his custody was not to the point. The words of the Act meant actual physical custody. After consideration, the only answer his lordship could give to the question was that the bill of lading was obtained from Steinmann by Pintscher, and was in his actual custody, with the consent of Steinmann. His lordship referred to *Shepherd* v. *Harrison* (L. R. 5 H. L. 116), which had been relied on by the defendants, and said that in his opinion that case did not support the defendants' contention. The second point for decision, which had not been raised in the court below, was that, supposing the plaintiffs had a good title to the bill of lading by virtue of the protection afforded to them by the above-mentioned Acts, Steinmann could, nevertheless, stop the goods in transition, and thus defeat the plaintiffs' statutory title. The Factors Act, 1889, s. 2, sub-section 1, enacted that where a mercantile agent, which included a buyer, was with the consent of the owner in the actual custody of the goods or the documents of title, any disposition of the goods made by him should, subject to the provisions of the Act, be as valid as if he were expressly authorized by the owner of the goods to make the same; provided that the person taking under the disposition acted in good faith. By section 10 of the same Act it was enacted that where there was such a transfer of the documents of title the transfer should have the same effect for defeating any vendor's lien or right of stoppage *in transitu* as a transfer of a bill of lading had for defeating the right of stoppage *in transitu*. What did it avail, then, to refer to section 61, sub-section 2, of the Act of 1893, which said that the rules of common law, save in so far as they were inconsistent with the express provisions of the Act, should continue to apply to contracts for the sale of goods. For the provisions of section 2, sub-section 1, and section 10 of the Factors Act, which, it was conceded, must be read as part of the Act of 1893, expressly provided that in circumstances such as existed in the present case the right to stoppage *in transitu* was defeated. On this point his lordship also referred to section 47 of the Act of 1893, which left this right of stoppage *in transitu* precisely where it was before upon the mere sale of goods when no transfer of the bill of lading by indorsement took place, and re-enacted section 10 of the Factors Act, 1889. The second point, therefore, also failed Steinmann, and for these reasons the appeal must be allowed.

Collins and Romer, L.JJ., concurred. Appeal allowed.—Counsel, *Joseph Walton*, Q.C., *J. A. Hamilton*, and *Chaytor; Cohen*, Q.C., and *Parker Lowe*. Solicitors, *Richard White*, for *E. M. Clason Dähne*, Swansea; *Woodcock, Ryland, & Parker*, for *Forshaw & Hawkins*, Liverpool.

[Reported by F. O. Robinson, Barrister-at-Law.]

### MOUNTAIN *v.* PARR. No 1. 11th March.

Master and Servant—Workmen's Compensation—Arbitration—Power of County Court Judge to Grant a New Trial—Workmen's Compensation Act, 1897, Schedule II., s. 4—Workmen's Compensation Rules, 1898, rr. 24, 64.

This was an appeal from the decision of the judge of the Nottingham County Court refusing to grant a new trial in an arbitration under the Workmen's Compensation Act, 1897. The original hearing of the case took place on the 15th of November, 1898, before the county court judge sitting as an arbitrator under the Act, and an award was made for a weekly sum to be paid to the workman by way of compensation. On the 10th of December the employer gave notice of his intention to apply to the county court judge for a new trial. On the hearing of the application on the 21st of December, it was objected, on behalf of the workman, that the county court judge had no power to grant a new trial. The county court judge held that he had jurisdiction to hear the application, but he dismissed the application on its merits. The employer appealed. The same objection was taken on behalf of the workman as a preliminary objection to the hearing of the appeal. On the part of the employer reliance was laid on rules 1 (4), 24, and 64 of the Workmen's Compensation Rules, 1898

The Court (A. L. Smith, Collins, and Romer, L.JJ.) allowed the objection and dismissed the appeal.

A. L. Smith, L.J., said the question was whether the county court judge had jurisdiction to grant a new trial. It was clear from the Act that the county court judge at the original hearing was sitting as an arbitrator, and as an arbitrator only. Section 1, sub-section 3, said that any question under the Act should, if not settled by agreement, be settled by arbitration in accordance with the provisions of the second schedule to the Act. Section 2 of the second schedule said that in the absence of agreement as to an arbitration the matter should be settled by the county court judge. Section 4 of the schedule was as follows: "The Arbitration Act, 1889, shall not apply to any arbitration under this Act; but an arbitrator may, if he thinks fit, submit any question of law for the decision of the county court judge, and the decision of the judge on any question of law, either on such submission, or in any case where he himself settles the matter under this Act, shall be final, unless within the time and in accordance with the conditions prescribed by Rules of the Supreme Court either party appeals to the Court of Appeal; and the county court judge shall, for the purpose of an arbitration under this Act, have the same powers of procuring the attendance of witnesses and the production of documents as if the claim for compensation had been made by plaint in the county court." In his opinion the idea governing the whole of the enactment was that the county court judge was to sit as an arbitrator. An arbitrator clearly had no power to grant a new trial of a case which he had heard. It was argued that rule 1 (4) and rule 24 of the Workmen's Compensation Rules brought in the county court rules and practice, and gave the judge the same powers as if he were sitting not as an arbitrator. And reliance was specially laid on rule 64, which said: "Where any matter or thing is not specially provided for under these rules, the same procedure shall be followed and the same provisions shall apply, as far as practicable, as in a similar matter or thing under the County Courts Act, 1888, and the rules made in pursuance of that Act." In his opinion those rules were intended to apply the powers to which they referred so far as they were applicable to arbitrations, and no further. The county court judge therefore was not vested with his ordinary county court jurisdiction, and he had no power to entertain an application for a new trial.

Collins and Romer, L.JJ., concurred.—Counsel, *Etherington Smith; W. H. Stevenson*. Solicitors, *J. H. Lee & Watts*, for *Whittingham & Williams*, Nottingham; *Brownall, White, & Saunders*, for *Walker & Parker*, Nottingham.

[Reported by F. G. Rucker, Barrister-at-Law.]

**SIMMONS** *v.* **WHITE BROTHERS.** No. 1. 11th March.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—INJURY RESULTING IN DEATH—DEPENDANTS—WORKMEN'S COMPENSATION ACT, 1897, s. 7, SUB-SECTION 2; SCHEDULE I., s. 1.

This was an appeal from a decision of the judge of the Dartford County Court in an arbitration under the Workmen's Compensation Act, 1897. The applicants for compensation were the father and mother of a boy who had been killed while engaged in shunting trucks at the works of his employers, John Bazley White & Brothers. The applicants claimed to be "dependants" of the deceased within the meaning of section 7, sub-section 2, of the Act, and section 1 of Schedule I. By section 7, sub-section 2, "'Dependants' means: In England and Ireland, such members of the workman's family specified in the Fatal Accidents Act, 1846, as were wholly or in part dependent upon the earnings of the workman at the time of his death." The evidence of the father was that his son was fourteen years of age, and that he used to bring home his wages and hand them to his parents, who gave him what they thought right for pocket money, that the wages helped to maintain the family, and that they expected this help. He further said that he himself was thirty-four years of age, and that he was in receipt of full wages and was working overtime, and that he owed no man anything. The county court judge found that the boy's wages went into a common fund for the benefit of the family, and that they were sufficient to pay for his keep and leave a balance, and he decided that, upon the facts, the applicants were in part dependent upon the deceased, and he adjudged that the applicants should recover £35 and £3 10s. for funeral expenses and costs. The employers appealed, on the ground that the county court judge had misdirected himself as to the meaning of the words "dependants" and "dependent" in section 7, sub-section 2, of the Workmen's Compensation Act, and that there was no evidence that the applicants were "dependants" within the meaning of the Act. The words meant something more than merely deriving benefit—they implied a tie of necessity. A dependant was one who relied on another for some of the necessaries of life.

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) dismissed the appeal.

A. L. SMITH, L.J., said the county court judge had found as a fact that the applicants were in part dependent upon the deceased, and it was impossible to say there was no evidence on which he could so find.

COLLINS, L.J., agreed. He cited with approval the following passage from "Accidents to Workmen," by Minton-Senhouse and Emery, at p. 156: "By the expression 'wholly or in part dependent' a wide latitude is given to the arbitrator. It would be hopeless to attempt to lay down any rule of guidance, because every case would probably differ in some material circumstance from almost every other. Dependent probably means dependent for the ordinary necessaries of life for a person of that class and position in life. Thus the financial and social position of the recipient of compensation would have to be taken into account. That which would make one person dependent upon another would, in another case, merely cause the one to receive benefit from the other. Each case must stand on its own merits and be decided as a question of fact by the arbitrator."

ROMER, L.J., concurred.—COUNSEL, *S. H. Leonard; Hawtin.* SOLICITORS, *Leonard & Pilditch; Edward Clarke.*

[Reported by F. G. RUCKER, Barrister-at-Law]

**LOWTH** *v.* **H. & W. IBBOTSON.** No. 1. 11th March.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—"ON, IN, OR ABOUT A FACTORY"—WORKMEN'S COMPENSATION ACT, 1897, s. 7, SUB-SECTION 1.

This was an appeal from the decision of the judge of the Sheffield County Court in an arbitration under the Workmen's Compensation Act, 1897. The applicant sustained injury in the course of his employment as carter for the respondents, who were millers, while he was delivering sacks of flour taken from the respondents' factory on their dray. The accident happened at a distance of a mile and a-half from the respondents' factory. The county court judge held that the employment was not on, in, or about a factory at the time of the accident within the meaning of section 7 of the Workmen's Compensation Act, and adjudged that the applicant was not entitled to compensation. The applicant appealed.

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.), dismissed the appeal.

A. L. SMITH, L.J., said he adhered to what he had said in *Powell* v. *Brown* (47 W. R. 14; 1899, 1 Q. B. 157), that the word "about" meant that the employment might be in close propinquity to the factory, and whether that was so in any particular case was a question of fact to be determined by that tribunal before which the claim came. He thought the county court judge was right in this case.

COLLINS and ROMER, L.JJ., concurred.—COUNSEL, *Sims; Ruegg*, Q.C., and *Arthur Powell.* SOLICITORS, *Halse, Trustram, & Co.*, for *A. Muir Wilson*, Sheffield; *Hurd & Son*, for *A. Neal*, Sheffield.

[Reported by F. G. RUCKER, Barrister-at-Law.]

**LORD HASTINGS** *v.* **NORTH-EASTERN RAILWAY CO.** No. 2. 31st Jan.; 2nd and 3rd Feb; 7th March.

RAILWAY COMPANY—LEASE OF LAND—WAY-LEAVE—ACTION FOR RENT—PARTIES—LEGAL PERSONAL REPRESENTATIVE OF LESSOR—REVERSIONER.

This was an appeal from a decision of Byrne, J., in favour of the plaintiff. The learned judge had held, upon the construction of a certain agreement, that the defendant company was liable to pay rents for "way-leaves" in respect of traffic some of which did not pass over the plaintiff's land; and that the plaintiff, whose predecessor in title in respect of the land now owned by the plaintiff had granted the lease to the company under which the traffic was now carried on, was entitled, as successor in title and heir-at-law of the lessor, and owner, subject to the lease, of the land, to sue for the rents. The defendants appealed.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R., considered the terms of the agreement, and came to the same conclusion on its true construction as the learned judge in the court below. It had been objected, he said, that the action ought to have been brought by the legal personal representative of the late Lord Hastings, the lessor. His lordship proceeded: That is a merely technical point, and, if a good one, could only affect the costs of this action. The answer to the objection is that there is a sufficient privity of estate between the owners of the land over which the way-leaves were granted and the defendants to enable such owners to sue the defendants on their covenants, and the 3s. per ten is to be paid for the way-leaves and other rights conferred on the railway company. All this has been carefully explained by Byrne, J., whose judgment on this point is reported in 1898, 2 Ch. 674, and I cannot usefully add to that judgment or say more than that I concur in his decision on this part of the case. His judgment is, in my opinion, correct, and the appeal must be dismissed with costs.

RIGBY and VAUGHAN WILLIAMS, L.JJ., delivered judgment to the same effect.—COUNSEL, *Swinfen Eady*, Q.C., *Astbury*, Q.C., and *Mackarness; Eve*, Q.C., and *George Henderson.* SOLICITORS, *Williamson, Hill, & Co.*, for *A. Kaye Butterworth*, York; *Horace Peel.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

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## High Court—Chancery Division.

**FERNLEY** *v.* **BOARD OF WORKS FOR THE LIMEHOUSE DISTRICT.** Kekewich, J. 10th March.

METROPOLIS—BOARD OF WORKS—POWER TO TAKE LAND—RIGHT OF PRE-EMPTION—57 GEO. 3, c. 29, ss. 80, 82, 96.

Motion taken as trial of the action. The plaintiff was the owner in fee in possession of the two houses situate on the north side of Wapping-wall, in the parish of St. Paul, Shadwell, and known as Nos. 25 and 26, Wapping-wall. On the opposite side of Wapping-wall, which at that part averaged about 22 feet in width, was land belonging to Messrs. Anderson, Weber, & Smith, including a passage leading to the River Thames and known as King James' Stairs, over which the plaintiff had a right of way. Messrs. Anderson, Weber, & Smith and their surveyor and engineer Mr. Henry Ward had entered into communication with the defendant board of works, who have control of the pavements in the parish, for the alleged purpose of improving the locality. In August, 1898, the defendants approved and adopted the recommendation of their committee that the board should consent to the scheme for improvement received from Messrs. Anderson, Weber, & Smith upon the following terms (amongst others), viz., "(*c*) That Nos. 25 and 26, Wapping-wall aforesaid be purchased by the defendants upon condition that the said Messrs. Anderson, Weber, & Smith undertake to pay one-half the total cost, the surplus land being given up to them; (*d*) the defendants to assist Messrs. Anderson, Weber, & Smith, to obtain an order for closing King James' Stairs aforesaid, and in the event of such order not being obtained to consent to a six foot passage-way being formed to Wapping-wall aforesaid, and to the same being built over by the said Messrs. Anderson, Weber, & Smith; and (*n*) that an agreement be entered into between the said Messrs. Anderson, Weber, & Smith and the defendants embodying the foregoing conditions." Such an agreement having been duly entered into between Messrs. Anderson, Weber, & Smith, Mr. Ward, and the defendants, the defendants passed a resolution on the 15th of February, 1899, "that the street or public highway known as Wapping-wall, in the parish of St. Paul, Shadwell, or so much thereof as was therein mentioned, should be improved, altered, widened, and extended by the said board under and by exercise of the powers vested in them for the improvement of streets by virtue of the Act 57 Geo. 3, c. 29, and of the Metropolis Local Management Acts, and any other Act or Acts them enabling, and the board do hereby further resolve and adjudge that the houses, walls, buildings, lands, tenements, hereditaments, and premises respectively situate on the north side of Wapping-wall, in the parish of St Paul, Shadwell, in the county of London (and further therein described), and known as Nos. 25 and 26, Wapping-wall aforesaid prevent the improvement, alteration, widening, and extension of the said street or thoroughfare, and the possession, occupation, and purchase of the respective houses, &c, is and will be necessary for carrying out and effecting the said improvement, &c., and that notices thereof be served upon the several owners, &c." In accordance therewith a notice to treat, dated the 16th of February, 1899, was duly served upon the plaintiff, who now brought an action to restrain the defendants from proceeding on the same. For the plaintiff it was contended that the adjudication of the board was *ultra vires* and not within the powers given by sections 80 and 82 of the Act 57 Geo. 3, c. 29: *Gard* v. *Commissioners of Sewers of the City of London* (28 Ch. D. 486, where the sections are set out); it was alleged that the defendants knew on the 15th of February that only a narrow strip was required for the purposes of the improvement, and their intention was to sell the remainder to Messrs. Anderson, Weber, & Smith, in pursuance of the agreement which had been entered into, and so to deprive the plaintiff of his right of pre-emption to the same under section 96 of the said Act. For the defendants it was said that hitherto there had been no case where the adjudication was in respect of houses only as opposed to land; *Teuliere* v. *Vestry of St. Mary Abbotts, Kensington* (30

Ch. D. 642) and *Lynch* v. *Commissioners of Sewers of the City of London* (32 Ch. D. 72) distinguished. The Act contemplates the taking of more than is intended to form part of the street to be improved: *Gordon* v. *Vestry of St. Mary Abbotts* (1894, 2 Q. B. 742). There was such a large part of these houses to be taken that it is competent for the owner to say that the identity of his house as a house is destroyed, and therefore, reciprocally, the board has the right to acquire the whole; its resolution should be held valid, having been passed honestly, not only without fraud but reasonably.

KEKEWICH, J., said that the only substantial difference between the case of *Gard* v. *Commissioners of Sewers of the City of London* and the present case was that in the former the property was land from which houses had disappeared, while here it was houses. Bowen, L.J., there took care to reserve the question how far the doctrine of that case is applicable to one where it is houses, and remarks that the question "would be a question of fact in each case." Here the defendants were influenced in their proceedings to some extent at least by the agreement with Ward; how far they were influenced his lordship could not determine. If they had not had that agreement, he could not say if they would still purchase the whole. As a matter of fact, they did give the notice to treat because they had a purchaser ready. The result was that there was a want of honesty in the sense given to the word by Baggallay, L.J., in the case cited (at p. 507). The board might still think it necessary to purchase the whole, but for that purpose they must begin *de novo*. As things were they could not come forward now and say "we do not wish to deprive the plaintiff of his right of pre-emption"; that went to the root of the whole matter, whether they could give the plaintiff the right of pre-emption and still perform their agreement with Ward. The result was that whether they intended to give fresh notice or not they could not be allowed to go on with their present notice to treat. Both parties by their counsel consenting that the matter should be treated as a motion for judgment, and it having been proved that on the 15th of February, 1899, the defendants did not intend to use more than eleven feet but intended to sell the remainder, his lordship declared that the adjudication of the 15th of February, 1899, was wrong and *ultra vires*. Perpetual injunction to restrain the defendants from proceeding on their notice to treat dated the 16th of February, 1899.—COUNSEL, *T. R. Warrington*, Q.C., and *T. L. Wilkinson*; *P. B. Lambert*. SOLICITORS, *Noon & Clarke*; *T. W. Ratcliffe & Son*.

[Reported by W. H. DRAPER, Barrister-at-Law.]

**NUTT** *v.* **EASTON**. Cozens-Hardy, J. 15th March.

MORTGAGE—POWER OF SALE—PURCHASE BY SOLICITOR OF MORTGAGEE—PRIVATE CONTRACT—VALIDITY OF SALE.

Action. In this action it was sought to invalidate a sale of a contingent reversionary interest in stock (with a policy) by a mortgagee, under the power of sale contained in the mortgage deed, as against the plaintiff, who had purchased the mortgagor's equity of redemption, and to have it declared that an indenture dated the 24th of January, 1888, purporting to be the conveyance on sale of the said property, ought to stand as a security only for the amount of the mortgage principal with interest thereon from the 24th of January, 1888, and for the policy premiums. By a deed of the 15th of May, 1884, made between W. E. Royou of the one part and R. H. Matthews of the other part, in consideration of £150 advanced by Matthews to Royou, Royou assigned to Matthews a contingent reversionary legacy invested in stock subject to the life interests of Royou's father and mother and to the contingency of Royou's death in the lifetime of his father, and a policy, subject to redemption on payment of £150 and interest thereon at 8 per cent. per annum; and the said deed contained an absolute power of sale of the premises and a purchaser's protection clause. By deed of the 9th of October, 1886, made between Royou of the one part and the plaintiff of the other part, in consideration of £15 paid by the plaintiff to Royou, Royou assigned his equity of redemption of the said mortgaged property to the plaintiff absolutely, and notice in writing of this assignment was shortly afterwards given to Matthews. Royou having made default in payment of two quarters' interest, Matthews sued him and on the 25th of January, 1887, recovered judgment against him for the principal and two quarters' interest at 8 per cent. On the 14th of April, 1887, the mortgaged property was offered for sale at the mart, but was not sold. On the 9th of August, 1887, Matthews died leaving his widow sole executrix. Easton, who had acted as solicitor for Matthews in the mortgage and action and abortive sale at the mart, acted as solicitor for the executrix in proving his will. The plaintiff had been asked by Easton to take over the mortgage security in December, 1886, and had notice beforehand of the abortive sale at the mart, but took no step. Easton, being pressed by Mrs. Matthews to find a purchaser and being unable to do so, at last agreed to buy for the amount of principal, interest, and costs. By deed, dated the 24th of January, 1888, between Mrs. Matthews of the one part and Easton of the other part, in consideration of £180 paid to her by Easton, Mrs. Matthews, in exercise of the power of sale contained in the mortgage of the 15th of May, 1884, assigned to Easton the mortgaged property, subject to the said life interests and contingency free from all equity of redemption, and notice in writing of this assignment was shortly afterwards given to the plaintiff, who wrote to Easton complaining of what had been done, and asserted that he was entitled to the property, but took no step. On the 5th of February, 1895, Easton died. On the 4th of April, 1897, the reversionary interest fell into possession on the death of the survivor of the life tenants. On the 10th of November, 1897, Easton's executors having failed to obtain from the plaintiff a withdrawal of a distringas which he had placed on the stock in 1886, took out a summons for the purpose, and on the 17th of December, 1897, the writ in the above action was issued. The plaintiff relied on *Lawrence* v. *Galsworthy* (3 Jur. N. S. 1049), the *dicta* in *Re Bloye's Trusts* (1 Mac. & G. 488, 494), *Orme* v. *Wright* (3 Jur. 972), and *Martinson* v. *Clowes* (30 W. R. 795, 21 Ch. D. 857).

COZENS-HARDY, J.—In my opinion the plaintiff has failed to prove his case. From an early stage I have thought that the case depended on a question of law. There was a time when a mortgagee selling under his power of sale was thought and said to be a trustee for sale subject to all the obligations and disabilities of such a trustee It was said that he must sell for the best price; that anyone who acted as his agent could not buy for himself, that is beneficially, from him. But all depends on the question, Is the mortgagee to be regarded as a trustee? If he is not a trustee, it is difficult to see how a transaction between a mortgagee selling under his power and his solicitor can be opened at the instance of the mortgagor. I am happily relieved by the authorities from deciding the point by what was laid down by the Court of Appeal in *Farrar* v. *Farrars (Limited)* (37 W. R. 196, 40 Ch. D. 395, pp. 410, 411), and again more strongly and more clearly, if possible, by the House of Lords in *Kennedy* v. *de Trafford* (45 W. R. 671; 1897, A. C. 180, p. 185, per Lord Herschell, p. 192 per Lord Macnaghten). In the case before me no imputation was made of bad faith. Am I to treat the transaction as not amounting to a sale at all? It was a *bonâ fide* transaction, and a sufficient price was paid, and there is therefore no ground for saying it is wholly null and void. It bears no resemblance to a sale by a person to a trustee for the vendor, which is no sale at all. It may possibly be that it is a voidable transaction. I am not, however, satisfied that Mrs. Matthews could have avoided it, and fail to see any ground of which the plaintiff can avail himself, who has never stood in the position of a client to Easton. This is enough to decide the case, but I ought to add that I am not satisfied that Easton ever was solicitor acting in the matter of the sale of this property for some considerable time prior to the assignment to him. The circumstances were known to the plaintiff in January or February, 1888, and according to his own story he then took advice. Knowing, therefore, the facts and his rights, he deliberately stands by for ten years. This being so, no authority is necessary to shew that a court of equity will not assist him after such an interval. I dismiss the action with costs.—COUNSEL, *Eve*, Q.C., and *Johnston Edwards*; *Astbury*, Q.C., *Russell*, Q.C., and *Lewin*. SOLICITORS, *Nutt*; *Easton & Cargill*.

[Reported by J. F. WALEY, Barrister-at-Law.]

## High Court—Queen's Bench Division.

*Ex parte* **WALKER**. Div. Court. 10th March.

JUSTICES—HIGHWAY—MODE OF PROCEEDING IF HIGHWAY IS OUT OF REPAIR—JURISDICTION OF JUSTICES WHEN LANDOWNER DENIES LIABILITY—HIGHWAYS ACT, 1835 (5 & 6 WILL. 4, c. 50), s. 94.

Application for rule for writ of *certiorari* directed to certain justices of Gloucestershire sitting at Tewkesbury to bring up to be quashed a conviction that they had ordered under the following circumstances. The surveyor of highways for the parish had summoned the applicant as owner of certain land within the district, upon which there was a road alleged by the surveyor to be a highway, and not in a state of thorough and effectual repair. By section 94 of the Highways Act, 1835, it is provided that when a surveyor of highways deems a road to be a highway out of repair he shall summons the owner before justices. If a *primâ facie* case is made out by the surveyor, the justices shall appoint two of themselves to go and view the road. This having been done, the matter is again brought before them, and if the defendant admits his liability after the two justices appointed to view have made their report supporting the surveyor's allegation, the justices can in that case convict the defendant, but if not, then they are obliged to send the case for trial to the assizes or dismiss the summons. In the present instance the defendant denied liability after the report of the two justices had been made, and his solicitor stated he desired to address the justices and to call witnesses for the defence. The justices said they thought his doing so was irregular, but they would out of courtesy hear what he had to say. The solicitor then addressed the court, but before he had concluded his case the justices decided, on the advice of their clerk, that they could not hear him. They, however, considered that the defendant was liable and convicted him. The present application was made to bring up that conviction, counsel submitting that as the defendant denied liability the justices had no jurisdiction to convict, and that they had either not seen or had misconstrued the proviso at the end of section 94 of the Highways Act, 1835, which is as follows: "Provided nevertheless that the said justices shall not have power to make such order as aforesaid in any case where the duty or obligation of repairing the said highway comes in question."

[WILLS, J.—Do you say that under this proviso, if a landowner is summoned and denies liability to repair, the justices have no jurisdiction to convict. That they have then only an administrative jurisdiction, and can do nothing further than direct the matter to be tried at the assizes or sessions?—Yes, that is the ground of this application. The defendant having denied liability the conviction was made without jurisdiction.]

THE COURT (WILLS and GRANTHAM, JJ.) held that the justices had overlooked the proviso. Rule granted accordingly.—COUNSEL, *A. Gwynne James*. SOLICITORS, *Badham & Williams*, for *Brookes & Badham*, Tewkesbury.

[Reported by ERSKINE REID, Barrister-at-Law.]

## Bankruptcy Cases.

*Re* **GIEVE.** C. A. No. 2. 3rd and 10th March.

BANKRUPTCY—AGREEMENT BY WAY OF GAMING OR WAGERING—CONTRACT FOR SALE OF STOCK—BARGAIN FOR PAYMENT OF "DIFFERENCES"—OPTION FOR BUYER TO TAKE UP STOCK ON PAYMENT OF AGREED PRICE AND ONE-EIGHTH MORE—ACT TO AMEND THE LAW CONCERNING GAMES AND WAGERS (8 & 9 VICT. c. 109), s. 18.

Appeal by the trustee of one Gieve (trading as Shaw & Co.) from a decision of Wright, J., who had allowed a proof against the estate in respect of transactions which were alleged to be void under section 18 of the Act to Amend the Law Concerning Games and Wagers, 1845 (8 & 9 Vict. c. 109), as being "a contract or agreement by way of gaming or wagering."

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

LINDLEY, M.R., said: I do not think we need trouble you, Mr. Carrington. We have had an opportunity of considering this case, which was begun a week ago, and we are all agreed about it. I must state shortly on what grounds we propose to decide it. The question turns, of course, on the true construction of the Act of 1845 (8 & 9 Vict. c. 100), s. 18, which enacts that "all contracts or agreements, whether by parole or in writing, by way of gaming or wagering, shall be null and void." We have therefore to consider whether this is a "contract or agreement by way of gaming or wagering." Of course, if it is an agreement to buy or sell stock for delivery, and if the stock is to be paid for, the Act has no application at all. But if the real object and the real effect of the agreement is to provide for the payment of differences, and nothing else, then it is plainly an agreement to which the Act does apply. That has been settled by a series of decisions to which I need not refer at present. Where the learned judge in the court below went wrong, as I think, was in not attending sufficiently to the terms of the agreement itself. To my mind the agreement, on the face of it, is a gaming and wagering agreement, subject to a point of law to which I will address myself presently. The form of the transaction is that Gieve begs to advise having sold so much of a certain stock at a certain price, for account. If that were all, it would be an ordinary sold note, and you could not say there was anything on the face of it to shew that the parties did not mean what they said. In that case the party alleging that the transaction was within the Act would have to prove, by parol, if he could, that the contract really was a gaming and wagering one, and that this sold note did not represent the real meaning of the parties to it. But here you have something else—namely, that the price mentioned is to be paid "plus one-eighth if the stock is taken up." Now, what does that mean? "Plus one-eighth if taken up": that shews plainly that they did not really contemplate the taking up of the stock. The buyer need not take it up at all unless he likes. If he does not he must pay the difference. On the face of it, this is not in truth a bargain for the sale of the stock. That, I think, is where Wright, J., has failed to give effect to the terms of the agreement. Both parties, it is plain, intended to act upon this bargain, and its terms amounted to a wagering contract. If we turn over and look at the conditions subject to which the contract is stated to be issued, they point to the same conclusion. All stocks and shares are to become closed whenever the cover is exhausted. The fifth condition states that it is distinctly understood that Shaw (*i.e.*, Gieve) is prepared to deliver the stock or shares if demanded. These conditions, to my mind, look much more like a bargain for the payment of differences than an ordinary sold note. I do not say that "cover" is not applicable to other transactions than agreements for payment of differences. It is not merely the use of the word "cover" that I rely upon. But when you look at the terms altogether, it appears to me that the true effect of the contract, as really intended by both the parties, is this: that this is a bargain for payment of differences, but that if the buyer likes to pay to the seller the stipulated price and one-eighth more, then the seller will, on payment of that increased price, deliver the stock to the buyer. That state of facts gives rise to the question of law, whether such a contract is within the Gaming and Wagering Act of 1845. There, it appears to me, the case in the House of Lords of *Universal Stock Exhange* v. *Strachan* (44 W. R. 497; 1896, A. C. 166) is very important. The appellants' counsel there had argued for this proposition (p. 169), that "even if the present contracts were for the payment of differences only, the power in either party to turn that into real contracts of sale and purchase by insisting on delivery prevents them from being contracts of gaming and wagering within the Act of 1845." I can understand that argument. It was based partly on the case of *Caledonian Railway Co.* v. *Shaw* (17 Court Sess. Cas., 4th Series (Rettie), 466), and partly on that of *Universal Stock Exchange* v. *Stephens* (40 W. R. 494). But the House of Lords repudiated the proposition, and Lord Herschell, in his speech, expressly addresses himself to it. He says he would never sanction such a view. So, if you have an agreement which is on the face of it a gaming and wagering agreement, and superadded to it there is a clause giving the purchaser the option of actual purchase, that does not make the agreement a good one. Here, however, it is said that the purchaser said he would buy; that he found out that Canadians were going up, and he said he should take delivery of the stock; and it is said that he then applied to Shaw & Co. for delivery, and delivery was promised. Shaw & Co. deny that, but at all events, delivery was demanded on the 7th of December, 1897, and, for reasons I need not go into, the demand was not complied with. To say that this was not a gaming and wagering transaction, we must decide the mixed question of law and fact against the trustee. I have not the slightest doubt that the parties really meant what they said. The terms of the bargain make it a bargain for differences, plus an option given to the buyer to demand delivery on payment of an increased price. But the seller can never call on the buyer to take delivery. The buyer could answer, "No. I shall not pay for the stock; I shall only pay the differences." The appeal must therefore be allowed, with costs here and below.

RIGBY and VAUGHAN WILLIAMS, L.JJ., delivered judgment to the same effect.—COUNSEL, *Herbert Reed*, Q.C., and *A. H. Carrington*; *M. Muir Mackenzie*. SOLICITORS, *Ingle, Holmes, & Sons*; *Chester & Co.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

## Winding-up Cases.

*Re* **TOM-TIT CYCLE CO. (LIM.).** Wright, J. 14th and 20th Dec; 9th Feb.

COMPANY—WINDING UP—CONTRACT—NEGLECT TO REGISTER—COMPANIES ACT, 1867 (30 & 31 Vict. c. 131), s. 25—COMPANIES ACT, 1898 (60 & 61 VICT. c. 26).

This was an application by Mr. C. Urquhart Fisher for relief under the Companies Act, 1898. The company was incorporated in January, 1897, with a capital of £10,000 in £1 shares. The company was formed for the purpose of manufacturing and selling cycles and acquiring patents and licences. According to the evidence it was formed in particular to acquire through a Mr. R. L. Philpots a licence to manufacture cycles under a certain patent granted to one Halbach. Philpot according to the evidence was to receive 5,000 full-paid shares in the company for the licence and for his general superintendence, but he at the same time agreed to hand over 2,500 shares to directors of the company. This arrangement was, however, never put in writing. The licence under Halbach's patent was granted to Philpot, who held it as trustee for the company, and the company manufactured and sold cycles under it. The applicant acted as solicitor to the company. The company and Philpot agreed that the 5,000 shares should be allotted to the applicant as Philpot's nominee. The applicant therefore drew up a contract dated the 6th of May, 1897, and made between the company and the applicant, whereby for the nominal consideration of 5s. the company agreed to allot to him 5,000 fully-paid shares numbered 5,001 to 10,000 inclusive. This contract when sealed by the company was filed with the Registrar of Joint-Stock Companies before any of the shares referred to in it were allotted. The company went into voluntary liquidation on the 8th of November, 1897, and in May, 1898, a compulsory winding up order was made against it. The applicant had transferred a number of his shares to directors, but in the winding up the liquidator sought to have him made liable to pay for these shares, on the ground that the filed contract was insufficient under section 25 of the Companies Act, 1867. The applicant therefore now applied for relief under the Act of 1898, and the directors made a similar application.

WRIGHT, J., held that the Act of 1898 was applicable to the case where there was no written contract at all and also where the contract was different in terms from the contract which had been filed. The Act of 1898 was intended to cover every kind of slip which resulted in non-compliance with section 25 of the Act of 1867. No hard-and-fast rule could be laid down, but every case must be decided on its own merits. The words in section 1 "consideration other than cash" covered a case where any part of the consideration was other than cash, as well as a case where the consideration was wholly other than cash. The Act was very wide in its terms and should not be cut down, but every case ought to be dealt with on its merits.—COUNSEL, *Frank Evans*; *Jenkins*, Q.C., and *Norman Craig*; *H. Reed*, Q.C., and *Stewart Smith*. SOLICITORS, *T. Urquhart Fisher*; *Fullilove & Co.*; *Everitt & Hodgekinson*.

[Reported by C. W. MEAD, Barrister-at-Law.]

## LAW SOCIETIES.

### EQUITY AND LAW LIFE ASSURANCE SOCIETY.

ANNUAL MEETING.

The annual meeting of the Equity and Law Life Assurance Society was held on Tuesday, the 14th inst., at the Society's House, 18, Lincoln's-inn-fields, Mr. Cecil Hy. Russell, the chairman, presiding.

The report stated that the new sums assured under 637 policies had amounted to £639,688, of which £95,232 were reassured. The new premiums were £43,615 11s. 6d., and the reassurance premiums £5,138 5s. 9d., leaving net new premiums of £38,477 5s. 9d., of which £17,873 7s. 10d. were single premiums. The gross amount of assurances in force at the end of the year was £9,414,139 9s., of which £1,128,503 were reassured; and the net premium income was £293,720 12s. 6d., as against £282,125 19s. 9d. in the preceding account. The amount received for interest and dividends was £105,047 1s. 10d., being an increase of £9,198 3s. 10d. on the corresponding figure for 1897. The reversions yielded a profit of £24,547 11s. 7d. As consideration money for annuities £10,991 4s. was received; and sundry small receipts yielded £223 13s. 10d. The claims by death under 94 policies amounted to £137,241 6s., and nine endowment assurances, amounting in all to £15,751 12s., matured. These sums included bonus additions of £40,111. In reporting these figures the directors were happy to state, as they were able to do last year, that the claims both in number and amount were considerably below the expectation. On this occasion they not only fell short of the expected

amount by some £66,000, but their incidence was such as to give a handsome profit from mortality. The death of six annuitants caused the termination of annuities of £1,424 3s. 2d. The funds of the society were increased by £229,721 10s. 3d., being the largest sum ever added to them in any one year. Excluding reversions, outstanding premiums and interest, and cash at bank, the funds were invested to produce an average rate of £3 15s. per cent., as compared with £3 14s. 8d. in the preceding account. The result of the past year's work, therefore, was very satisfactory, shewing, as it did, a substantial advance on that of the year 1897.

Mr. A. F. BURRIDGE (actuary and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, referred to the great loss the society had sustained in the death of the late chairman, Mr. J. M. Clabon, and asked the meeting to confirm a resolution passed by the directors expressive of their sorrow. They also recorded with deep regret the loss by death of Mr. T. P. Cobb, a director. Turning to the business of the year, he said it had been very satisfactory, and shewed a marked advance upon that of the preceding year. The society had issued 637 policies as against 522 in 1897, an increase of 115, the sums assured amounting to £639,680 as against £489,369 in 1897, an increase of over £150,000. The average amount of the policies was £1,004 as against £937 in 1897, a gratifying though not a large increase. In new premiums a gross sum had been received of £43,600, and a net sum of £38,400, against £25,196 and £23,421 in 1897, an increase of over £15,000. Analyzing these net premiums there would be found to be £20,600 of annual premiums and £17,600 single premiums, which, of course, compared very favourably with 1897, the annual premiums that year being £16,162 and the single premiums £7,259, there being, therefore, for 1898 an increase in annual premiums of £4,441 and in single premiums of £10,600. The total net premium income for 1898 was £293,720 as against £282,135, an increase of upwards of £11,500. As consideration for annuities the society had received £10,900 as against only £1,250 last year. The amount received for interest and dividends was £105,047, an increase of upwards of £9,000. In this item the society was brought face to face with the fact that the rate of interest had permanently dropped. He thought there could be no doubt that the low prices now prevailing were likely to continue. But notwithstanding the society had a rate of interest of £3 15s. per cent. exclusive of reversions. The profit on reversions was £24,500 as against £11,400 in 1897, an increase of upwards of £13,000. They had paid in claims £152,900, of which about £102,000 were by death, £11,000 by endowment assurances which had matured, and £40,000 bonuses added to the policies. The difference between the anticipated and the actual claims was remarkable and very satisfactory. The society had paid away £66,704 less than the expectation. In 1897 it was £55,100 less than the expectation. The claims during 1898 had been 94 by death, and endowment 9, the average age at death being 62. The average amount of the policies becoming claims was £1,485 as against £2,100, including bonuses in the preceding year. While they had cause to congratulate themselves upon that very favourable state of things they must not forget that immunity from claims for losses in one year must at some time or other be counterbalanced by subsequent losses. They had paid £9,000 in surrenders as against £6,000 in 1899, and in annuities £11,000 against £12,000. Adding the commission and expenses of management together it would be found that the expenses amounted to only £9 19s. per cent. upon the net premium income, which was a very low figure for an office which paid commission. At the end of the year the funds of the society were increased by no less a sum than £229,721, the largest addition which had ever been made in any one year. They were now in the fifth year of the quinquennium, and the sums added to the funds during the quinquennium were £599,574. The assets of the society were in a most satisfactory state. The investments were entered in the accounts at cost price, and their actual selling price would be considerably in excess. The loans on personal security were over £20,000 as against £22,000 and a fraction in 1897, a decrease of £1,225. This was not a subject for congratulation, but the board were most careful in their selection. Under "investments" was the item "Freehold estates £15,093.' These were originally mortgaged estates the interest on which fell into arrear and the mortgagors had suggested to the society to purchase the equity of redemption and the policies, and the board had adopted the suggestion. They had been recently valued at £3,000 beyond the £15,000. With regard to the fall in interest which was felt everywhere the board endeavoured to counterbalance it in three ways. In the first place they adopted a stringent mode of valuation. They began in the year 1890 by valuing the whole of the life assurances at 2½ per cent. instead of 3 per cent., which had been the rate previously adopted. In 1895 they extended that method by valuing all risks at 2½ per cent. In the second place they claimed the benefit of the low rate of expenses, under 10 per cent.; and thirdly, they had the profit from the mortality as he had stated. Those were the weapons with which they must fight the fall in the rate of interest. In the last quinquennium the society's profit from mortality was smaller than would have been the case on account of the epidemic of influenza, but during the four years of the present quinquennium a very handsome profit had been shewn. The board had not forgotten that as the world moved new forms of insurance were desirable, and they had, under Mr. Burridge's advice, adopted a new scheme which they hoped would prove of value by which more favourable terms were given to naval and military officers, though they did not claim to be the only office that had done this. But, broadly, by this arrangement officers stationed at home could insure by paying 10s. per cent. above the ordinary rates, while officers on foreign service, except the West Coast of Africa, paid 15s. per cent. over the ordinary rates; officers in the Indian service were required to pay £1 over the ordinary rates. These were the rates with bonuses, but a reduction was made where the bonus was applied in reduction of extra premiums. Combined with this was the system of sinking fund policies, by which an excellent means of providing for the education of children was afforded. A lump sum might be secured when the child was fourteen, sixteen, or eighteen, as thought desirable. The net result was that the company had a very fine business. The insurances in force at the end of 1898 were £9,414,000 gross, and £8,208,636 net, an increase over the previous year of £278,000. Taking the income, interest, and dividends, the society had an income exceeding £400,000 a year.

Mr. F. PRAKE seconded the motion, observing that it was the practice of some offices to calculate the interest upon the reversions which were current. The society did not do so, they excluded not only the profits on the reversions realized but on the increasing value of the existing reversions.

The motion was carried.

On the motion of Mr. MAPLES, seconded by Mr. Justice GRANTHAM, the Hon. Chas. Russell was elected a director in the place of the late Mr. Cobb, the CHAIRMAN explaining that the vacancy caused by the death of Mr. Clabon would not be filled up for the present, as it was thought desirable to secure the services of a gentleman representing one of the large provincial centres.

The retiring directors, the Hon. Mr. Justice Grantham, Mr. Maples, Mr. Powell, and Mr. Cecil Russell, were re-elected.

The retiring auditors, Mr. Bird and Mr. Dibdin, were re-elected, and the remuneration of the auditors fixed at 120 guineas.

A vote of thanks was passed to the directors, and the sum of 3,500 guineas voted to them for their services during the ensuing year.

The CHAIRMAN moved a vote of thanks to the staff for the most excellent way in which they conducted the affairs of the society. Mr. Burridge was a child of the society, trained in the office, and he and the assistant actuary, Mr. Phelps, and indeed all the staff did the work in a most admirable manner. The society were also greatly indebted to Dr. Symes-Thompson, the medical officer, and to their solicitors.

Mr. BURRIDGE, in returning thanks, said it was very pleasant to all the staff that their names should be connected with work which had resulted in what he ventured to think a very excellent report. He bore testimony to the efficiency of the staff, and was sure the society also valued the services of the agents and inspectors, who worked zealously and loyally. The staff were already occupying their attention with the heavy work connected with the forthcoming quinquennium, and no effort would be spared to bring it to a satisfactory conclusion.

A vote of thanks to the Chairman terminated the proceedings.

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## BRITISH LAW FIRE INSURANCE COMPANY.

### ANNUAL MEETING.

The annual general meeting of the British Law Fire Insurance Co. was held at Cannon-street Hotel on Friday, the 10th inst., Mr. H. T. NORTON (the chairman) presiding.

The report stated that the net premium income was £58,477 11s. as compared with £57,256 6s. 4d. in the previous year, being an increase of £1,221 4s. 8d. This increase would have been considerably larger but for the fact that the directors had given up certain classes of guarantee business, which experience had shewn to be unprofitable owing to the high rate of losses resulting. The increase of direct net premium income in the year 1897 was £2,746 as against £3,252 in 1898. The net losses, after adjusting those outstanding at the end of 1897, allowing for claims outstanding at the end of 1898, and deducting the amounts recoverable by reinsurance and indemnities, had amounted to £21,688 13s. 3d. The loss ratio for the year was 37 per cent. The accounts shewed an available balance of £14,100 5s. 1d. The directors proposed to carry to reserve £6,000, thus bringing the reserve up to £33,000, to declare a dividend at the rate of 4 per cent., free of income tax, for the year, and to carry forward £4,100 5s. 1d.

Mr. H. FOSTER CUTLER (manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, observed that the year might generally be described as a satisfactory year. With regard to the net premium income the increase of £1,221 would not be a satisfactory increase for a vigorous and young company such as this, but the explanation was to be seen in the report. He would extend that explanation a little. It had been found, as had been stated at two or three annual meetings, and as was constantly mentioned at the meetings of the representatives of the local boards, which were held twice a year, that the guarantee business which the company were doing was not on the whole satisfactory. There were classes of the guarantee business where the losses were much greater than was considered satisfactory, and the board had determined by degrees to cut out certain of these risks. The year before last they had given up £620 per annum of this business—that was to say, they had had guarantee business to the extent of £620 less than in the previous year; and in 1898 the guarantee business was less to the extent of £2,000 than in the previous year. Of course that had to be made good before the company could shew its net increase. The mainstay of the company was the direct business, which came to it owing to the professional position of the directors as solicitors, and the very great assistance which was received from the local boards, the members of which, almost without exception, were solicitors. The actual amount of the increase in the direct business during 1898, after making good all the business which had gone away in the ordinary course of change and so on, was £4,222, and that was a satisfactory increase. That was reduced by £969 more of reinsurance in other offices than in the previous year, bringing it to £3,252. Then the £2,032 less guarantee business had to be made good, bringing it to the figure of £1,221. Although the directors had carefully refrained from prophesying, still he had

every reason to think that the increase of direct business would be greater in the future than in the past, for the reason that, being a young company, the limit even upon the best business was very much smaller than that of the big offices. In the case of the great country mansions and other establishments the company reinsured a great deal more than was usual with the big offices, but as the reserve fund increased and funds generally improved the board would be able to extend the limit and retain a greater proportion of direct business than at present. With regard to the net losses, the entire loss ratio compared with the annual premium income, excluding guarantee and guarantee losses, was 37 per cent. That was very low, as low as almost any of the offices he thought would be this year, and must be regarded as satisfactory. But to shew how good the direct business was, he might tell them that the losses arising therefrom, as compared with the direct annual premium income, was less than 25 per cent., a figure which he had some difficulty in getting the representatives of other big offices to believe. The accounts shewed an available balance of £14,100, and the directors proposed to carry to reserve £6,000, to declare a dividend at the rate of 4 per cent., and to carry forward £4,100, from which would be deducted the income tax. Referring again to the guarantee business, that had been reduced to a very little more than a fifth of the whole business of the company. The average of the premiums upon the whole of the risks, direct and guarantee together, was as low as 2s. 6·16d. The investments were all of a very first-rate class. The amount due from agents was £10,559, which was a large figure, but that was owing to the fact that the Christmas premiums could not be collected till the end of the year, and over £8,000 of that had already come in, and the rest was with sound companies and sound agents. In conclusion he had only to express the obligation the company was under to its local directors and local staffs. It was owing to them to a great extent that the direct business was carried on with a personal knowledge which was not at the command of other companies. Agents who received a commission for introducing the business could not be relied upon to make the critical examination which the case would receive from a local board, and it was doubtless due to that to a great extent that there was so low an average of losses upon the direct business. The local boards took a great interest in the affairs of the company. There were a great many of the representatives of the local boards present to-day. They came up twice a year to discuss important matters which not only affected the local districts but the head office as well, and he could assure the meeting that he had never seen the business more carefully conducted at any of the boards of other companies which he had to attend professionally, and that great unanimity reigned amongst them all.

Mr. W. Maples seconded the motion.

Several shareholders addressed the meeting, expressing in each instance their satisfaction with the report, but suggesting, in one or two cases, that a larger dividend would be welcome.

The Chairman, in reply, said he was sure the meeting would feel that it would be very unwise for the board to bind themselves or the company upon any question of dividends in the future. The strength of an insurance office was in its reserve, and that was strongly impressed upon the local as well as the home boards. The reserve must be looked after for a great many years to come, and the dividends would have attention when the company had a strong reserve. With regard to the expenses, the board had never kept back from the shareholders from the first that they did not intend to go upon the principle of small expenses. They had embarked upon a large scale of expenditure with the full knowledge of the shareholders and with the knowledge that it would take time before the accumulating premium income would bring it to a normal rate. It was being reduced slowly but surely every year, although this year that was not shewn to the same extent because the company gave up £2,000 of guarantee business. Therefore there was an increased expenditure corresponding with the increase of direct premium business of between £3,000 or £4,000, and the net increase was only £1,222. Had they not cut away the guarantee business, the expense ratio would have been some 2 per cent. less than last year.

The report was unanimously adopted and the dividend declared.

On the motion of the Chairman, seconded by Mr. Maples, the retiring directors, Messrs. R. J. Bowerman, R. L. Fulford, William Hitchins, Herbert W. Nelson, Arthur George Parson, and Harry Woodward, were re-elected.

On the motion of Mr. Coles, seconded by Mr. Collins, the auditors, Messrs. Turquand, Youngs, & Co., were re-elected, and their remuneration fixed at 200 guineas.

On the motion of Mr. Coles, seconded by Mr. O'Donoghue, a vote of thanks was passed to the chairman, directors, and staff, both gentlemen speaking in the highest terms of their services.

The Chairman returned thanks.

Mr. Cutler also responded, observing that he was proud of the account he had been able to lay before this the eleventh meeting of the company.

# LEGAL NEWS.

## APPOINTMENTS.

Mr. W. H. Macnamara (one of the Assistant Masters of the Supreme Court, Royal Courts of Justice) has been appointed to act as Registrar of the Court under the Benefices Act, 1898.

Mr. Adolphus H. Turner, has been appointed Procurator-General of Jersey in the place of William H. V. Vernon, appointed Bailiff.

## INFORMATION WANTED.

Montagu Baldwin.—Any person having in his custody or possession the Will of Montagu Baldwin, Esq., late of Streatham, in the county of Surrey, deceased, or a draft thereof, or knowing anything as to the existence of any such Will, is requested to communicate with Rev. E. C. Baldwin, of Harston Vicarage, Cambridge.

## GENERAL.

Mr. Justice Barnes has been suffering from a sharp attack of influenza at Ipswich. He expects to be able to resume his duties early next week.

The annual meeting of the Selden Society will be held on Wednesday the 22nd inst., at the Council Room, Lincoln's-inn Hall at 4.30 p.m The Master of the Rolls will preside.

The annual dinner of the Hardwicke Society will take place at the Trocadero Restaurant on Monday, the 1st of May. Mr. Choate, the American Ambassador, Lord Russell of Killowen, Lord Justice Romer, and Sir Edward Clarke, Q.C., M.P., will be among the guests of the evening.

It is proposed in the South Carolina Legislature, says the *Albany Law Journal*, to add to the oath of office a declaration that the official has not participated in a lynching in any manner since the 1st of January, 1899, and a promise not to engage in a lynching during his term of office. The same declaration would be asked of those seeking admission to the bar.

During the hearing of a special jury case on Monday, says the *Times*, the Lord Chief Justice, addressing Mr. Witt, Q.C., said that the position of his list was an illustration of the inconvenience arising from solicitors not giving an intimation that cases had been settled. There were twelve cases in the London special jury list, and of the six put down for the first day five had been settled. The absence of any intimation was exceedingly inconvenient.

We are informed that the National Anti-Gambling League have been advised by Mr. A. R. Jelf, Q.C., and other counsel that the decision just announced cannot claim authority in any future case, unless the same facts could be proved as those admitted without proof in *Kempton Park case*. The League is expected to take immediate action, in all probability by another prosecution, when the admitted facts and the authority of the Kempton case will be challenged, and the decision of the special Divisional Court in *Hawke* v. *Dunn* will be relied upon.

The recent death of Mr. Irving Browne, says the *Central Law Journal*, brings not only a sense of personal affliction to the many who knew and admired him for his sterling qualities of mind and heart, but in addition a serious loss to the literature and science of the law. While not a practitioner of much prominence, he was by his writings and teachings of considerable aid to the profession. He was not only the author of some exceedingly good treatises, but as editor for years of the *Albany Law Journal*, and later as the occupant of what is known as "The Lawyers' Easy Chair" in the *Green Bag*, he contributed a great deal in the shape of entertaining comments on recent novel cases that has been of suggestive and practical value. [Mr. Irving Browne is known to English lawyers as the American editor of "Ruling Cases."]

At the funeral service for the late Lord Herschell, which is to be held in Westminster Abbey at noon on Tuesday next, the Queen will be represented by Lord Churchill, the Prince of Wales by Sir Francis Knollys, and the Duke of York by the Hon. Derek Keppel. The mourners will consist solely of the family, the former private secretaries, and the vicar and churchwardens of St. Peter's Church, Eaton-square. The pall-bearers will be as follows: On the right the Lord Chancellor, the Earl of Kimberley, Lord Strathcona (High Commissioner of Canada), the Speaker of the House of Commons, and Mr. Victor A. Williamson, C.M.G.; and on the left the United States Ambassador, Mr. Balfour, M.P., Lord James of Hereford, Sir Henry Roscoe (Vice-Chancellor of London University), and Mr. Francis W. Buxton. The Lords Justices of Appeal will be accommodated with stalls in the choir. The order of service will be similar to that used in the case of the late Earl of Lathom.

The Supreme Court of Vermont, says the *Chicago Law Journal*, holds that evidence of exclamations while asleep is not admissible in personal injury cases. In *Plummer* v. *Ricker* (41 Atl. Rep. 1015), which was an action for damages sustained from a vicious dog, the plaintiff's father was asked to describe in a general way how his son appeared from the time he was bitten down to the time the wounds healed, and stated, among other things, that at night especially, the moment he would drop into a drowse, he would jump right up and call, "Take him off—the dog is biting me." Justice Start, delivering the opinion of the Supreme Court, said: "Under this ruling, the jury were at liberty to consider the words spoken by the plaintiff while in sleep, upon the question of how the attack of the dog impressed itself upon him and affected his nerves. Words spoken while in sleep are not evidence of a fact or condition of mind. They proceed from an unconscious and irresponsible condition; they have little or no meaning; they are as likely to refer to unreal facts or conditions as to things real; they are wholly unreliable; and a jury ought not to be allowed to guess that such expressions are produced by a present mental or physical condition. The expressions of a person in sleep may be induced without cause, and by past as well as present conditions. In dreams, things long forgotten return, and we live over a past which has no relation to present conditions, and exclamations then made are as likely to be induced by a past as by a present condition. If what the plaintiff said while in sleep can be given any meaning, it was narration of a past event, and did not indicate his present mental or physical condition, and the testimony was hearsay and inadmissible."

# COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Appeal Court No. 2. | Mr. Justice North. | Mr. Justice Stirling. |
|---|---|---|---|
| Monday, March 20 | Mr. Pugh | Mr. Pemberton | Mr. Lavie |
| Tuesday 21 | Beal | Jackson | Carrington |
| Wednesday 22 | Pugh | Pemberton | Lavie |
| Thursday 23 | Beal | Jackson | Carrington |
| Friday 24 | Pugh | Pemberton | Lavie |
| Saturday 25 | Beal | Jackson | Carrington |
| | Mr. Justice Kekewich. | Mr. Justice Romer. | Mr. Justice Byrne. |
| Monday, March 20 | Mr. King | Mr. Leach | Mr. Church |
| Tuesday 21 | Farmer | Godfrey | Greswell |
| Wednesday 22 | King | Leach | Church |
| Thursday 23 | Farmer | Godfrey | Greswell |
| Friday 24 | King | Leach | Church |
| Saturday 25 | Farmer | Godfrey | Greswell |

# THE PROPERTY MART.

## SALES OF THE ENSUING WEEK.

March 21.—Messrs. DAVID BURNETT & Co., at the Mart, at 2: Building Land in Mile End, with an important frontage of 108ft. Solicitor, J. Harwood, Esq., London.—Two Leasehold Houses and Shops in Walworth, let at £83 per annum. Solicitors, Messrs. Farlow & Fuller, London.—Freehold Building Land in Sydenham, with frontage of 160ft. Solicitors, Pasco Daphne, Esq., London.—Freehold Residence in Gravesend, with large garden. Solicitors, Messrs. Golding & Hargrove, London.—Private Residence in Chelsea, value £65 per annum; also Leasehold Ground-rent of £5 per annum. Solicitors, Messrs. Segar, Bastard, & Co., London.—Leasehold Residence in Shepherd's Bush, let at £28 per annum. Solicitors, Messrs. Lydall & Sons, London. (See advertisements, this week, p. 340.)

March 21.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2: Piccadilly-mansions, Piccadilly-circus: a handsome and imposing Block of modern Buildings, at the corner of Shaftesbury-avenue and Piccadilly-circus, adjoining the Monico Restaurant, having a commanding frontage of about 107ft. 9in., and covering a ground area of about 3,690 square feet. The gross rentals amount to upwards of £5,800 per annum. Solicitors, Messrs. Wilde, Moore, & Wigston. London.—No. 16, Young-street, Kensington: an interesting Freehold Property, formerly the residence of William Makepeace Thackeray, where several of his best-known works are believed to have been written; let on lease at £120 per annum. Solicitors, Messrs. Jessopp & Gough, Waltham Abbey, Essex. (See advertisements, March 11, p. 5.)

March 21.—Messrs. GRANT, WHEELDON, & Co., at the Mart, at 2, the valuable and well-secured Leasehold Improved Ground-Rents, amounting to £232 per annum, secured on property at Lee, Kent, held from the Commissioners of H.M. Woods and Forests for 65 years unexpired. Solicitors, Messrs. Leefe & Leefe, London. (See advertisement, March 11, p. 324.)

### RESULTS OF SALES.

Messrs. H. E. FOSTER & CRANFIELD were successful in selling the Freehold Property known as The Model Farm, Neasden, on Wednesday last, at the Mart, E.C., the price being £3,400.

REVERSIONS AND LIFE POLICIES.

The same firm also sold, at the Mart, on Thursday, various Lots of the above Interests for a total of £17,385, as follows:—

| | | £ |
|---|---|---|
| REVERSIONS: | | |
| Absolute to Two-fifths of £18,430; life 64 ... ... ... ... | Sold | 3,340 |
| Absolute to Freeholds producing £145 per annum; life 55 ... ... | " | 1,200 |
| Absolute to One-twelfth of £37,283, and One-third of Leaseholds value £5,650, and a Share of Income; life 70 ... ... ... | " | 4,175 |
| Abolute to One-fifth of £3,800; life 74 ... ... ... ... ... | " | 460 |
| Absolute to £758 Manchester Corporation Stock; life 89; and Reversion to One-fourth of £8,293 India Stock; same life ... | " | 2,650 |
| Absolute to One-fourteenth of £18,800; life 57 ... ... ... ... | " | 495 |
| LIFE POLICIES: | | |
| For £1,000; life 63 ... ... ... ... ... ... ... ... ... | " | 820 |
| For £700; same life ... ... ... ... ... ... ... ... ... | " | 565 |
| For £500; same life ... ... ... ... ... ... ... ... ... | " | 515 |
| For £1,000; life 72 ... ... ... ... ... ... ... ... ... | " | 880 |
| For £1,000; life 60 ... ... ... ... ... ... ... ... ... | " | 680 |
| For £500; life 69 ... ... ... ... ... ... ... ... ... | " | 355 |
| For £2,500; life 44 ... ... ... ... ... ... ... ... ... | " | 900 |
| For £400 endowment; same life ... ... ... ... ... ... ... | " | 160 |
| For £600; same life ... ... ... ... ... ... ... ... ... | " | 190 |

# WINDING UP NOTICES.

*London Gazette.*—FRIDAY, March 10.

## JOINT STOCK COMPANIES.

### LIMITED IN CHANCERY.

ARDEN CYCLE FITTINGS AND ENGINEERING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 5, to send their names and addresses, and the particulars of their debts or claims, to G. W. L. Thompson, Union chmbrs, 63, Temple row, Birmingham

BIRMINGHAM AND SUBURBAN ESTATES CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Daniel John Jordan, 83, Colmore row, Birmingham. Shakespeare & Co, Birmingham, solors to liquidator

COUNTY OF STAFFORD BANK, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Samuel Loveridge and Richard Williams, County of Stafford Bank, Wolverhampton. Dent & Adams, Wolverhampton, solors for liquidators

DENMAN, WITHYCOMBE, & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 29, to send their names and addresses, and the particulars of their debts or claims, to William Henry Tamlyn, Bridgwater, Somerset

FAIRBANKS RIM MANUFACTURING CO, LIMITED—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Elkanah Mackintosh Sharp, 120, Colmore row, Birmingham. Wells & Hind, Nottingham, solors to liquidator

HUNSWORTH DYEING CO, LIMITED—Creditors are required, on or before April 1, to send their names and addresses, and full particulars of their debts or claims, to Charles Henry Wild, Joseph Moxon Kirk, and Ernest Fitzherbert Holdsworth, Hunsworth Mills, Cleckheaton, Birstal. Farrar & Crowther, Bradford, solors for liquidators

NANTYGLO ELLED AND STEAM COAL COLLIERIES, LIMITED—Creditors are required, on or before April 24, to send their names and addresses, and particulars of their debts or claims, to John Martin Wood, Victoria chmbrs, Bridge st, Newport, Mon

THANET COAL CO, LIMITED—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to John Paxton Clarkson, 5 and 6, Bishopsgate st Without

### FRIENDLY SOCIETIES DISSOLVED.

OLD CHERRY TREE PERMANENT MUTUAL SICK BENEFIT SOCIETY, Safe Harbour Inn, Stepney. March 3

SIR ROWLAND HILL LODGE OF [ODD FELLOWS, Bay Horse Hotel, Pickering, Yorks. March 2

TRUE BRITONS' SOCIETY, Mount Pleasant Inn, Lower Union st, Dowlais, Glam. Feb 24

### SUSPENDED FOR THREE MONTHS.

LOYAL YOUTHS' TRIUMPHANT LODGE, A.O.G.F. FRIENDLY SOCIETY, Cardigan Arms Inn, Bramley, Leeds. March 4

PIONEERS OF PROGRESS SICK AND BURIAL SOCIETY, Exchange Coffee House, 112, Pitfield st, Hoxton. Feb 23

PROTESTANT FRIENDLY SOCIETY, Bute Arms Inn, Aberdare, Glam. Feb 23

*London Gazette.*—TUESDAY, March 14.

## JOINT STOCK COMPANIES.

### LIMITED IN CHANCERY.

AMES, CROSTA, & CO, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Richard Sands, City chmbrs, South parade, Nottingham. Green & Williams, Nottingham, solors to liquidator

BURNLEY CONFECTIONERY CO, LIMITED—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Herbert Foden, 3, Ormerod st, Burnley. Smith & Smith, Burnley, solors to liquidator

"CARADOC" SHIP CO, LIMITED—Creditors are required, on or before April 29, to send their names and addresses, and the particulars of their debts or claims, to David Edward Brown, 147, Leadenhall st

EASTMAN PHOTOGRAPHIC MATERIALS CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 17, to send in their names and addresses, and the particulars of their claims, to John Walter Pritchard and John Moriarty Whitchurch Bennett, 43, Clerkenwell rd. Kerly & Co, 6t Winchester st, solors

J LANGFIELD & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to Robert Fletcher Allured, 45, Spring gdns, Manchester. Sale & Co, Manchester, solors to liquidator

PATENT GULLY CO, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Richard Sands, City chmbrs, South parade, Nottingham. Green & Williams, Nottingham, solors to liquidator

SOLWAY STEAMSHIP CO, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Robert Ferguson Miller

V. P. FOLDING BEDROOM SUITE AND FURNITURE CO, LIMITED—Petn for winding up, presented March 9, directed to be heard on March 22. McKenna & Co, 17 and 18, Basinghall st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 21

### FRIENDLY SOCIETIES DISSOLVED.

CONGLETON TRIMMING MANUFACTURING SOCIETY, LIMITED, Park View, Congleton, Chester. March 7

MIDDLESEX HALL TEMPERANCE SICK SOCIETY, 58, Church way, Somers Town. March 7

NONPAREIL DRESSMAKING ASSOCIATION, LIMITED, 17, York pl, Baker st. March 3



# CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

### LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, Feb. 17.

CHINERY, JOHN WHITE, Bildeston, Suffolk, Gent March 29 Wiggin v Chinery, North, J Newman, Hadleigh

WOOD, THOMAS, Hindley Green, Lancs, Farmer March 20 Wood v Wood, Registrar, Liverpool Peck, Wigan

*London Gazette.*—TUESDAY, Feb. 21.

HAMERTON, BERTHA, Grosvenor sq March 28 Hedemann v Spottiswoode, Stirling, J Spottiswoode, Norfolk st, Strand

MAY, AUBREY AUGUSTUS, Sonning, nr Reading, Butcher March 18 Medcalf v May, Kekewich, J East, Basinghall st

*London Gazette.*—FRIDAY, Feb. 24.

BRAITHWAITE-WILSON, CHRISTOPHER WILSON, Heversham, Westmorland, J.P. March 30 Argles v Braithwaite-Wilson, Kekewich, J Clarke & Co, Gresham House, Old Broad st

*London Gazette.*—TUESDAY, Feb. 28.

AITKENS, EDWARD BABER, Spring Valley, Bereau County, Illinois State, U.S.A., Accountant April 28 Aitkens v Aitkens, Kekewich, J Jones, New inn, Strand

PEMBERTON, THOMAS HOOKE, Tividale Works, Tividale, Staffs March 22 Stirling, J Waterhouse, Wolverhampton

*London Gazette.*—FRIDAY, March 3.

BOWMAN, JOHN HARDCASTLE, Belle Vue, Darlington, Durham, Esq April 5 Bowman v Watson, North, J Hodgson, Darlington

*London Gazette.*—TUESDAY, March 7.

FENN, THOMAS JAMES, Norwich, Saw Mill Proprietor April 7 Jewson v Watts, North, J Blyth, Norwich

JACKSON, JOHN HENRY, Culgaith, Cumberland, Yeoman March 31 Jackson v Lancaster, North, J Allan, Penrith

*London Gazette.*—FRIDAY, March 10.

BURGESS, JEFFERY, Filkins, Oxford April 8 Taylor v Betterton and Byles v Betterton, Stirling, J Underwood, Bedford row

LUCAS, JONATHAN, Liverpool, Bricklayer April 15 Gibson v Lucas, Registrar, Liverpool Hosking, Liverpool

TATE, ISABELLA, Four Lane Ends, nr Hetton le Hole, Durham March 30 Trotter v Tate, Registrar, Durham Priddin, Houghton le Spring

SMITH, WILLIAM, Whimple, Devon, Farmer April 7 Brooking v Smith, Byrne, J Daw, Exeter

*London Gazette.*—TUESDAY, March 14.

MORRELL, JOHN, Darrington, York, Farmer April 11 Morrell v Morrell Stirling, J Atkinson & Bentley, Pontefract

## UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, Feb. 21.

ABSON, WILLIAM, Hunslet, Leeds, Joiner March 20 Wooler & Co, Leeds

ANDREW, ROSS, Swinton, nr Manchester April 1 Bowden & Co, Manchester

ANDREWS, THOMAS JOSEPH, Leeds, Cashier April 1 Simpson & Simpson, Leeds

APPLETON, ALFRED, Ilkeworth, March 31 Hubbard & Co, Cannon st

BADGER, JOSEPH, Carmarthen March 21 Randell & Saunders, Llanelly

BRADSHAW, DAVID, and MARIA BRADSHAW, Battle, Sussex, Licensed Victuallers March 31 Neve, St Leonard's on Sea

BULL, JOSEPH, Eastwood, Essex, Farmer March 30 Shaen & Co, Bedford row

BURNABY, CHARLES ALBERT, St Neots, Hunts April 1 Sworder & Longmore, Hertford

CHEETHAM, JAMES, Manchester, Hotel Keeper March 21 Needham & Co, Manchester

CULLEN, EDWARD, Goldington st, St Pancras March 20 Smith & Rydon, Lincoln's inn fields

CUNLIFFE, HENRY FIELDING, Chester March 16 Brown & Co, Stockport

CURTIS, BENJAMIN COLLUP, Bexley Heath, Kent, Licensed Victualler March 30 Tyler, Gracechurch st

DYER, JOHN BRADLEY, Rogate, nr Petersfield, Hants March 20 Tucker & Co, Serle st, Lincoln's inn

FARR, SARAH JANE, Monkspath Hall, Warwick April 1 Lowe, Birmingham

FERGUSON, THOMAS LESLIE, Claughton, Chester, Cotton Broker April 4 Whitley & Co, Liverpool

GABRIELLI, Mrs HENRIETTA, Hyde Park April 29 Clarke & Co, Gresham House

GREENHALGH, AUDREY, Blackpool April 14 Horrocks, Blackpool

HARRIS, HENRY, Coleman st, Solicitor March 20 Harris, Coleman st

HAWKES, EMMA, Southernhay, Exeter April 6 Wright, Lincoln's inn fields

HEATON, WILLIAM, Urmston, Salesman March 21 Dixon & Linnell, Manchester

HENDERSON, ELLEN, Clapham April 3 Mellows, Fenchurch bldgs

HOGGARTH, MARGARET ALICE, Lancaster March 31 Wilmshurst & Stones, Huddersfield

HUTCHINS, JOSEPH, Reading, Horse Dealer March 31 Brain & Brain, Reading

IRELAND, JAMES CLAYFIELD CLAYFIELD, Brislington, Somerset March 18 Danger & Cartwright, Bristol

JACKSON, HENRY, Wokingham, Berks March 25 May, Wokingham

KERSHAW, Rev HENRY, Greenhow Hill, nr Pateley Bridge, York March 3 Wise & Son, Ripon

LAMBERT, SAMUEL, Oldham, Grocer March 18 Sixsmith, Oldham

LEDBROOK, Mrs MARY, Ditherington, Shrewsbury March 10 Morgan, Shrewsbury

MACKIE, THOMAS, Silverton, Devon, Tea Planter March 18 Irvine & Borrowman, Hart st, Mark ln

MASON, HENRY, Shipley, York, Worsted Spinner April 20 Vint & Co, Bradford

MENZIES, WILLIAM, Newcastle upon Tyne April 1 Stanton & Atkinson, Newcastle upon Tyne

MURRAY, THOMAS, Manchester, Commission Agent March 17 Orrell, Manchester

NAYLOR, CHARLES, New Wortley, Leeds, Engineman March 20 Wooler & Co, Leeds

PRENDERGAST, Dr JOSEPH MORAN VINCENT, Paris March 31 R & L du Cane, Gray's inn sq

PRESTON, CHRISTIANA, Ramsgate March 20 Darley & Cumberland, John st, Bedford row

REID, DAVID, Oyster Merchant, Liverpool March 27 Rudd, Liverpool

SCOTT, ROBERT, Newcastle upon Tyne, House Agent March 17 Rhagg, Newcastle upon Tyne

SIMPSON, THOMAS, Westwood, Leeds, Solicitor April 16 Simpson & Simpson, Leeds

SKINNERTON, ROBERT, Abingdon rd, Kensington April 15 Helmore, Lancaster pl, Strand

SOUTHWORTH, MARY TOWNEND, Edgeley, nr Stockport March 25 Dixon & Linnell, Manchester

SWARBRICK, MARY, York, Harrogate Feb 25 Gilling, Harrogate

TALBOT, JOHN WILLIAM, Shepherd's Bush, Solicitor March 25 Andrews & Co, Weymouth

THOMAS, JOHN HENRY, Johannesburg, South Africa, Outfitter March 25 Paige & Grylls, Redruth, Cornwall

WARDLE, BENJAMIN, Leeds, Publican March 20 Wooler & Co, Leeds

WARREN, MARTIN LEONARD, Norwich March 25 Blyth, LL D, Norwich

WILSON, JAMES NASMYTH, Southport, Civil Engineer March 17 Hadfield & Co, Manchester

*London Gazette.*—FRIDAY, Feb. 24.

ALEXANDER, FREDERICK, Ryde, I W March 18 Webb, Portsea

AMERS, JANE, Newcastle upon Tyne April 7 Wilkinson & Marshall, Newcastle on Tyne

AMERS, JOHN, Newcastle upon Tyne, Estate Agent April 7 Wilkinson & Marshall, Newcastle upon Tyne

BARRADELL, EDWARD, sen, Leicester March 25 Neale, Leicester

BARRADELL, EDWARD, jun, Leicester, Licensed Victualler March 25 Neale, Leicester

BARROW, JOHN, Hanover ter, Regent's Park March 23 Martineau & Reid, Raymond bldgs

BEARD, LESSEY BLACKMORE, Clevedon, Somerset, Photographic Artist April 10 Sugden & Basford, Ironmonger lane

BENNAM, MARY, Leytonstone April 5 Wragg, Gt St Helen's

BETHELL, JOSEPH, Shepherd's Bush April 5 Baker & Francis, Marylebone rd

BINFIELD, WILLIAM, Dover March 25 Lewis & Pain, Dover

BLAND, ISABELLA, Liverpool May 20 Whitaker, Lancaster pl

DALES, MARY ANN, Burnley March 10 Creeke & Son, Burnley

EDWARDS, ELIZABETH, Clifton, Bristol March 25 Danger & Cartwright, Bristol

EMERSON, THOMAS, Plymouth April 25 Wilson, Plymouth

GIBSON, CHARLES, Sheffield, Stamper March 31 Stacey, Sheffield

GOLD, CHARLES HENRY, Bexhill, Sussex, Builder April 1 Chalinder, Hastings

HARVEY, ROBERT, Southend on Sea, Licensed Victualler April 22 Todd & Co, Southend on Sea

HASSELL, CHARLOTTE GREEN, Cheltenham April 24 Rooke & Macdonald, Bath

HAYMAN, BELINDA, Peckham March 15 Peard & Son, Size ln

HERITAGE, CHARLOTTE, Weston super Mare March 25 Merrils & Ede, Cardiff

HEWITT, GEORGE, Birmingham, Coal Dealer March 31 Coley & Coley, Birmingham

HICKES, PAUL, Little Givendale, York, Farmer April 12 Robson, Pocklington

JOSLIN, WILLIAM, Monken Hadley, Middlesex, Confectioner March 30 Bannister & Reynolds, Basinghall st

LAMBERT, SUSAN, Queen's Gate ter March 30 Budd & Co, Austin Friars

LEONARD, DANIEL, Birmingham, Gun Maker March 25 Wood & Co, Birmingham

LIVINGSTON, PRISCILLA, Macclesfield April 1 Chadwick & Sons, Dewsbury

LIVINGSTON, WILLIAM, Scarborough April 1 Chadwick & Sons, Dewsbury

LUDFORD-ASTLEY, JOHN NEWDIGATE FRANCIS, Analey, Warwick April 10 Dewes & Harris, Nuneaton

MCEVADDY, JAMES, Middlesborough, Labourer March 20 Thompson, Middlesborough

MARRIOTT, HENRIETTA, Canterbury March 31 Wood, Finsbury sq

MERREDEW, GEORGE, Kingston on Thames, Builder March 25 Durham & Co, Arundel st

MILLS, JAMES, Liverpool, Tallow Chandler March 31 Thompson, Liverpool

NIX, Miss JANE, Reading March 14 Watts, St Ives, Hunts

PAYNE, JOSHUA, Leicester April 5 J & S Harris, Leicester

POLAND, MARGARET, Liverpool March 8 Boyle & Picton, Liverpool

ROBINSON, GERALD, Southsea March 24 Miller, Liverpool

ROBINSON, JOSEPH ORR, Rock Ferry, Cheshire, Solicitor April 1 Dalby & Moor, Birkenhead

ROYLE, ELIZABETH, Didsbury March 25 Vaughan, Stockport

SAVILLE, ANNE, Crumpsall, nr Manchester March 31 Pickstone & Jones, Radcliffe, Lancs

SCOTT, JAMES NAIRNE, Blackheath park March 24 Baker & Nairne, Crosby sq

SCOTT, LILLIAS ROBERTSON, Surbiton, Surrey March 24 Murray & Co, Birchin ln

SHEFFIELD, GEORGE, Putney April 1 Lawrence & Co, New sq

SMITH, EDWIN WILLIAM, Stourport, Worcester April 22 Bill, Walsall

SOADY, JOSEPH, Bude, Cornwall April 7 Gard, Devonport

STOREY, MARY, Parton, nr Whitehaven, Innkeeper March 20 Thompson, Whitehaven

TOOKE, JANE, North Walsham, Norfolk March 14 Wilkinson, North Walsham

WESTERMANN, BERNT ALEXANDER, Kensington April 8 Leathley & Willes, Lincoln's inn fields

*London Gazette.*—TUESDAY, Feb. 28.

ALEXANDER, ELLEN, Sunnyside, nr Abergavenny March 31 Gabb & Walford, Abergavenny

ARCH, CHARLES, Means Ashby, Northampton, Innkeeper March 31 Parker, Wellingborough

ARNOLD, FREDERICK MONTAGU, Beccles, Suffolk March 27 Walls & Stallard, Old Jewry

BANKS, ELEANOR, Southport March 25 Peace & Ellis, Wigan

BULL, HENRY, Birkenhead March 31 Molden & Cotton, Birkenhead

COGHLAN, JAMES AUGUSTUS, Balham March 31 Eardley & Co, Charles st, St James sq

COLLETT, HENRY, Chippenham, Wilts March 31 Hewitt & Chapman, Nicholas ln

DAGLISH, JOHN, Newcastle upon Tyne, Wholesale Provision Merchant April 13 Dickinson & Co, Newcastle upon Tyne

DAY, ELIZABETH CATHERINE, St Leonards on Sea March 30 Day, Nottingham

DENTON, HELEN, Beverley, York June 1 Nowell & Co, Barton on Humber

FISHER, WILLIAM, Liverpool March 30 Hosking, Liverpool

GOLDSBROUGH, THOMAS ARNOLD, Bristol, Tobacconist April 5 Wansbrough & Co, Bristol

GOODHIND, RICHARD, Leeds March 31 Beaumont & Co, Leeds

GREY, ELIZABETH, South Kensington April 3 Tyrrell & Co, Albany ct yd, Piccadilly

HUMPHRIES, STEPHEN HENRY, Bridgnorth, Salop June 24 Cooper & Haslewood, Bridgnorth

HUNT, REUBEN, Castleford, York, Manufacturing Chemist March 20 Phillips, Castleford

KNOWLSON, RICHARD SHARPER, Knaresborough April 30 Addyman & Evans, Leeds

LOCKHART, EMMA, Boscombe, Hants March 31 Robinson, Lincoln's inn fields

LOVETT, THOMAS JAMES, Meadow rd, Fentiman rd March 25 Lovett, Meadow rd

MCCORMICK, ROBERT GEORGE, Whalley Range, nr Manchester March 25 Lancashire & Bumphreys, Manchester

MACKINNON, WALTER CARR, Taviton st, Gordon sq March 31 Crosse & Sons, Lancaster pl, Strand

MELLERSH, FREDERICK, Reigate, Brewer March 30 Head & Co, Reigate

O'BRIEN, Mrs FRANCES, Sacriston, Durham March 28 Mawson, Durham

PAUL, FANNY JANE, Kensington April 24 Flux & Leadbitter, Leadenhall st

PHILDIUS, CLEMENS ALBERT, Clapham April 10 Vincent, Gresham st

POTTOW, JOHN, Bristol, Tailor March 31 Gee, Bristol

ROBERTS, WILLIAM EDWIN, Rhyl, Flint, Draper March 25 Gamlin & Williams, Rhyl

ROGERS, MARY SOPHIA, Penzance, Cornwall March 25 Rogers, Falmouth

ROPER, GEORGE, Aylsham, Norfolk, MD April 1 Forster, Aylsham

SELLEY, WILLIAM BROWN, Branscombe, Devon, Cattle Dealer March 20 Vallance, Ottery St Mary, Devon

SMITHSON, THOMAS, Knaresbrough March 15 Gilling, Knaresbrough

SNOWDON, SARAH ANN, Southampton April 10 Hickman & Son, Southampton

SQUIRE, JABEZ SOARS, Lewisham May 1 Hannay, South Shields

TAYLOR, JANE MASTERS, Great Chapel st, Soho April 3 Mather, Argyle ter, Brockley

WILSON, Rev ALEXANDER, Tottenham March 31 Howard & Shelton, Greenwich

WRIGHT, ISABELLA, Leeds March 31 Harland & Ingham, Leeds

## BANKRUPTCY NOTICES.

*London Gazette*,—FRIDAY, March 10.

### RECEIVING ORDERS.

ACKROYD, JAMES, Cornholm, Todmorden Burnley Pet March 6 Ord March 6

ANDERSON, JAMES, Tunbridge Wells, Doctor Tunbridge Wells Pet Feb 9 Ord March 8

BASKERVILLE, WILLIAM, Manchester, Tea Merchant Manchester Pet March 8 Ord March 8

BEVAN, JOHN JAMES, Little Pulteney st, Leicester sq, Licensed Victualler High Court Pet Feb 9 Ord March 7

BROWN, WILLIAM, Fownhope, Herefords, Saddler Hereford Pet March 6 Ord March 6

BUDD, HARRY BENTINCK, Lingfield, Surrey Tunbridge Wells Pet March 7 Ord March 7

CARTMELL, WILLIAM, Kendal, Westmorland, Commercial Traveller Kendal Pet March 6 Ord March 6

CASSON, THOMAS, Manor mansions, Belsize Park High Court Pet Feb 16 Ord March 7

CLIPSHAM, JOSEPH, Southport, Photographic Dealer Liverpool Pet March 7 Ord March 7

COOPER, WILLIAM JAMES, Bristol, Plumber Bristol Pet March 6 Ord March 6

COX, GEORGE, Vincent sq mansions, Westminster, Horse Dealer High Court Pet Feb 13 Ord March 7

CROSS, JABEZ, Birmingham, Commission Agent Birmingham Pet March 8 Ord March 8

DAVIES, ROBERT, Camden Town, Dairyman High Court Pet Feb 8 Ord March 7

DAWSON, JOHN, St John's Wood, Farrier High Court Pet March 8 Ord March 9

DAY, HUGH, Bonchurch, I W, Grocer Newport Pet March 6 Ord March 6

DE METZ, PERCY, Princes st High Court Pet Nov 3 Ord March 7

DE MUNITIZ, JOSE MARIA, Liverpool, Ship Store Dealer Liverpool Pet Feb 16 Ord March 6

DEER, EDWARD ALFRED, Westminster Bridge rd, Shopfitter High Court Pet March 6 Ord March 6

DIXON, THOMAS, Cawood, Yorks, Fish Dealer York Pet March 6 Ord March 6

ELLIS, EDWIN, Southport, Ironmonger Liverpool Pet March 8 Ord March 8

FELTHAM, JAMES, Holyhead, Anglesey Bangor Pet March 8 Ord March 8

GEFFERS, FREDERICK, Deptford, Kent, Barman Greenwich Pet Feb 17 Ord March 7

GOODALL, JOSHUA HAMILTON, Castleford, Yorks, Miller Wakefield Pet Feb 21 Ord March 8

GRAY, WILLIAM, and HERBERT GRAY, Kingston upon Hull, Oil Refiners Kingston upon Hull Pet March 8 Ord March 8

HARRIS, HENRY, Llanelly, Carmarthen, Hotel Proprietor Carmarthen Pet March 7 Ord March 7

JOHNSON, ARTHUR BIRLEY, Nottingham, Licensed Victualler Nottingham Pet Feb 20 Ord March 7

JONES, EVAN WILLIAM, Bethesda, Carnarvon, Tailor Bangor Pet March 8 Ord March 8

LAMBERT, JAMES ALEXANDER, Thorne, Yorks Sheffield Pet March 8 Ord March 8

MARSON, FREDERICK, Leicester, Electrician Leicester Pet March 6 Ord March 6

MITCHELL, NOAH, Regent st, Electrical Belt Maker High Court Pet Feb 3 Ord March 3

MUNN, WILLIAM, Cliffe at Hoo, nr Rochester, Shepherd Rochester Pet March 7 Ord March 7

OAKLEY, RICHARD, West Bromwich, Grocer West Bromwich Pet March 8 Ord March 8

OLIVER, FLORENCE MARIA, Poole, Licensed Victualler Poole Pet March 8 Ord March 8

PARKER, ROBERT, Darwen, Lancaster, Smallware Dealer Blackburn Pet March 8 Ord March 8

PEARSALL, BENJAMIN, Kidderminster, Licensed Victualler Kidderminster Pet March 7 Ord March 7

REES, JOSEPH, Penygraig, Pontypridd, Haulier Pontypridd Pet March 7 Ord March 7

ROBERTS, JOHN, Llanelly, Ironmonger Carmarthen Pet March 6 Ord March 6

ROBERTSON, ROBERT BOWEN, Boscombe, Hants Cheltenham Ord March 4

ROSE, CHARLES, Walsall, Ironmonger Walsall Pet March 8 Ord March 8

SANDERS, FRED, Nelson, Lancs, Joiner Burnley Pet March 7 Ord March 7

SIDWELL, HENRY, Ilkeston, Derbys, Grocer Derby Pet March 7 Ord March 7

SMITH, SAMUEL FREDERICK, Leeds, Joiner Leeds Pet March 8 Ord March 8

SPINK, GEORGE, Leeds, Fruit Salesman Leeds Pet March 7 Ord March 7

SPRY, PERCIVAL GUS, Fulham, Actor High Court Pet March 7 Ord March 7

STOTT, JAMES, Rochdale, Boot Maker Rochdale Pet March 7 Ord March 7

THOMAS, JAMES, Pontnewydd, Mon, Mason Newport, Mon Pet March 6 Ord March 6

WARDEN, ARTHUR, Southampton, Builder Southampton Pet March 6 Ord March 6

WARS, JOSEPHUS, Coalville, Leicester, Joiner Burton on Trent Pet March 7 Ord March 7

WEBB, CHARLES, Kensington, Horse Dealer High Court Pet March 7 Ord March 7

WEEKS, GEORGE YEATES, St George, Bristol, Baker Bristol Pet March 6 Ord March 7

WILLIAMS, WILLIAM THOMAS, Cardiff, Clerk Cardiff Pet March 4 Ord March 4

YOUNG, ROBERT CHARLES, Kidderminster, Provision Dealer Kidderminster Pet March 6 Ord March 6

Amended notice substituted for that published in the London Gazette of March 3:

TUCKER, THOMAS, Bristol, Tin Plate Worker Bristol Pet Feb 27 Ord Feb 27

Amended notices substituted for those published in the London Gazette of March 7:

HURLEY, C, Bethnal Green rd, Cigar Merchant High Court Pet Feb 17 Ord March 3

BURROWS, JOSEPH, jun, Openshaw, Manchester Manchester Pet March 3 Ord March 3

Amended notice substituted for that published in the London Gazette for Feb 10:

HINCHCLIFFE, JOHN WILLIAM CARTER, Farsley, Yorks, Bobbin Turner Bradford Pet Feb 6 Ord Feb 6

Amended notice substituted for that published in the London Gazette of Feb 21:

WAITE, FRED, EDWARD PECKETT DAVIS, and LOUISA CHARLOTTE MATSON, Cheltenham, Coffee Dealers Cheltenham Pet Jan 31 Ord Feb 15

### FIRST MEETINGS.

AMATO, GAETANO, Leather ln, Holborn, Clerk March 17 at 11 Bankruptcy bldgs, Carey st

BEALE & SON, Hounslow, Builders March 18 at 1.30 Off Rec, 95, Temple chmbrs, Temple av

BENDALL, JAMES EDWARD, Rhyl, Flint March 17 at 2.30 Crypt chmbrs, Eastgate row, Chester

BOSTOCK, ALBERT WILLIAM, Northwich, Builder March 17 at 11 The Royal Hotel, Crewe

BOWERS, ERNEST, Limp field, Surrey, Grocer March 17 at 11.30 24, Railway app, London bridge

BURROWS, JOSEPH, jun, Openshaw, Manchester March 17 at 2.30 Off Rec, Byrom st, Manchester

CASSON, THOMAS, Manor mans, Belsize park March 17 at 2.30 Bankruptcy bldgs, Carey st

DAWSON, LEWIS, Huntingdon, Confectioner April 14 at 12 Law Courts, New rd, Peterborough

DEER, EDWARD ALFRED, Westminster Bridge rd, Shopfitter March 17 at 12 Bankruptcy bldgs, Carey st

DIXON, THOMAS, Cawood, Yorks, Fish Dealer March 21 at 12.15 Off Rec, 28, Stonegate, York

FORD, JOHN THOMAS AUGUSTUS, jun, Landport, Hants, Builder March 17 at 3 Off Rec, Cambridge june, High st, Portsmouth

GIBBARD, JOHN, Great Bourton, Oxon March 18 at 12 1, St Aldate's, Oxford

GREEN, FREDERICK CONRAD, Cannon st, Clerk March 17 at 2.30 Bankruptcy bldgs, Carey st

HOLMES, THOMAS KIRKWOOD, Lancaster, Newsagent March 17 at 12 Off Rec, 14, Chapel st, Preston

HURLEY, CORNELIUS, Bethnal Green-road, Cigar Merchant March 17 at 11 Bankruptcy bldgs, Carey st

JENKINS, ALBERT ADAM, Burbage, Leicester, Grocer March 17 at 12 30 Off Rec, 1, Berridge st, Leicester

JONES, EDWARD, Lutton, nr Wansford, Gardener April 14 at 12 Law Courts, New rd, Peterborough

JONES, EDWARD RHYL, Flint, Printer March 17 at 2 Crypt chmbrs, Eastgate row, Chester

LATHAM, SAMUEL, Sound, nr Nantwich, Farmer March 17 at 11.30 The Royal Hotel, Crewe

LEWIS, JOSEPH, Easton st, King's Cross rd March 17 at 12 Bankruptcy bldgs, Carey st

LOEFFLEUR, CHARLES, Wolverhampton, Tobacconist March 21 at 3 Off Rec, Wolverhampton

NELSON, JAMES, Tunbridge Wells, Tailor March 17 at 12.30 24, Railway app, London Bridge

PILKINGTON, THOMAS, Burmantofts, Leeds March 17 at 11 Off Rec, 22, Park row, Leeds

RABY, ROBERT WILLIAM, Stoke Newington, Beltmaker March 22 at 12 Bankruptcy bldgs, Carey st

REEVES, WALTER, Staines March 20 at 11 30 24, Railway app, London bridge

SAWYER, FREDERICK WILLIAM, Bristol March 21 at 4 County Court bldgs, Cheltenham

SCOTT, WILLIAM, Bredbury, Cheshire March 17 at 10.15 Off Rec, County chmbrs, Market pl, Stockport

STYLES, WILLIAM, Banbury, Oxon, Licensed Victualler March 17 at 12 1, St Aldate's, Oxford

TAIT, WILLIAM, Whalley Range, nr Manchester, Commission Agent March 17 at 10.45 Off Rec, County chmbrs, Market pl, Stockport

WARDEN, ARTHUR, Southampton, Builder March 20 at 3.15 Off Rec, 172, High st, Southampton

WHITE, ALFRED HENRY, Dowlais, Glam, Commission Agent March 17 at 3 135, High st, Merthyr Tydfil

WILLIAMS, ANNE ELIZABETH, Brynsiencyn, Anglesey, Draper March 17 at 3.30 Crypt chmbrs, Eastgate row, Chester

WILLIAMS, WILLIAM, Cerrigceinwen, Anglesey, Miller March 17 at 3 Crypt chmbrs, Eastgate row, Chester

### ADJUDICATIONS.

ACKROYD, JAMES, Cornholme, Todmorden Burnley Pet March 6 Ord March 6

BASKERVILLE, WILLIAM, Manchester, Tea Merchant Manchester Pet March 8 Ord March 8

BROCKMAN, EDWARD, Deal, Kent, Seedsman Canterbury Pet Feb 15 Ord March 4

BROWN, WILLIAM, Fownhope, Herefords, Saddler Hereford Pet March 6 Ord March 6

CANNON, JOHN THOMAS, Bridge ter, Enfield Wash, Carriage Builder Edmonton Pet March 2 Ord March 7

CARTMELL, WILLIAM, Kendal, Commercial Traveller Kendal Pet March 6 Ord March 6

CLIPSHAM, JOSEPH Southport, Photographic Dealer Liverpool Pet March 7 Ord March 7

CROSS, JABEZ, Birmingham, Commission Agent Birmingham Pet March 8 Ord March 8

DAY, HUGH, Bonchurch, I of W, Grocer Newport Pet March 6 Ord March 6

DEER, EDWARD ALFRED, Westminster Bridge rd, Shopfitter High Court Pet March 6 Ord March 6

DIXON, THOMAS, Cawood, Yorks, Fish Dealer York Pet March 6 Ord March 6

EARL, CHARLES NICHOLAS, Bineger, Somersets, Corn Merchant Wells Pet Feb 9 Ord March 7

ELLIS, EDWIN, Southport, Ironmonger Liverpool Pet March 8 Ord March 8

GRAY, WILLIAM, and HERBERT GRAY, Kingston upon Hull, General Merchants Kingston upon Hull Pet March 8 Ord March 8

HARRIS, HENRY, Llanelly, Hotel Proprietor Carmarthen Pet March 7 Ord March 7

HART, PERCY JOHN, Hackney, Boot Dealer High Court Pet March 1 Ord March 6

HURLEY, CORNELIUS, Bethnal Green rd, Cigar Merchant High Court Pet Feb 17 Ord March 7

JONES, DAVID, Blaina, Mon, Innkeeper, Tredegar Pet Feb 10 Ord March 8

JONES, EVAN WILLIAM, Bethesda, Tailor Bangor Pet March 8 Ord March 8

LAMBERT, JAMES ALEXANDER, Thorne, Yorks, Clerk Sheffield Pet March 8 Ord March 8

LOEFFLEUR, CHARLES, Wolverhampton, Tobacconist Wolverhampton Pet March 2 Ord March 6

MAUGHAN, HENRY, Durham, Builder Newcastle on Tyne Pet Feb 28 Ord March 7

MUNN, WILLIAM, Cliffe at Hoo, nr Rochester, Shepherd Rochester Pet March 7 Ord March 7

PARKER, ROBERT, Darwen, Lancs, Swallware Dealer Blackburn Pet March 8 Ord March 8

PEARSALL, BENJAMIN, Kidderminster, Licensed Victualler Kidderminster Pet March 7 Ord March 7

PRIDE, CHARLES, Baslow, Derbys, Hotel Keeper Derby Pet Jan 23 Ord March 6

RAYMENT, HENRY, Fulham, Fishmonger High Court Pet Dec 8 Ord Feb 23

REES, JOSEPH, Penygraig, Pontypridd, Haulier Pontypridd Pet March 7 Ord March 7

ROBERTS, JOHN, Llanelly, Ironmonger Carmarthen Pet March 6 Ord March 6

ROSE, CHARLES, Walsall, Ironmonger Walsall Pet March 8 Ord March 8

ROUSE, THOMAS, Eldon st High Court Pet Aug 23 Ord March 2

RYDER, JOSEPH, Romiley, Cheshire Ashton-under-Lyne Pet Feb 7 Ord March 6

SANDERS, FRED, Nelson, Lancs, Joiner Burnley Pet March 7 Ord March 7

SAWYER, FREDERICK WILLIAM, Bristol Cheltenham Pet Feb 10 Ord Feb 28

SIDWELL, HENRY, Ilkeston, Grocer Derby Pet March 7 Ord March 7

SKIDMORE, JOHN, Handsworth Birmingham Pet Feb 14 Ord March 8

SMITH, SAMUEL FREDERICK, Leeds, Journeyman Joiner Leeds Pet March 8 Ord March 8

SODERBERG, CHARLES AUGUST, Camden Town, Licensed Victualler High Court Pet Jan 5 Ord March 2

SPENSLEY, WILLIAM JAMES, and WALTER FREDERICK SPENSLEY, and ROBERT CRAIG, Chester, Provision Merchants Chester Pet Feb 25 Ord March 4

SPINK, GEORGE, Leeds, Fruit Salesman Leeds Pet March 7 Ord March 7

SPRY, PERCIVAL GUS, Fulham, Actor High Court Pet March 7 Ord March 7

STOTT, JAMES, Rochdale, Boot Maker Rochdale Pet March 7 Ord March 7

STYLES, WILLIAM, Banbury, Oxon, Licensed Victualler Banbury Pet Feb 27 Ord March 7

THOMAS, JAMES Pontnewydd, Mon, Mason Newport, Mon Pet March 6 Ord March 7

WAITE, FRED, EDWARD PECKETT DAVIS, and LOUISA CHARLOTTE MATSON, Cheltenham, Coffee Dealers Cheltenham Pet Jan 31 Ord March 6

WARDEN, ARTHUR, Southampton, Builder Southampton Pet March 6 Ord March 6

WARS, JOSEPHUS, Coalville, Leicester, Joiner Burton on Trent Pet March 7 Ord March 7

WILKINSON, JAMES HERBERT, Leeds, Company Specialist Leeds Pet Nov 24 Pet March 2

WILLIAMS, WILLIAM THOMAS, Cardiff, Clerk Cardiff Pet March 4 Ord March 4

YOUNG, ROBERT CHARLES, Kidderminster, Provision Dealer Kidderminster Pet March 6 Ord March 6

Amended notice substituted for that published in the London Gazette of Feb 10:

HINCHCLIFFE, JOHN WILLIAM CARTER, Farsley, Yorks, Bobbin Turner Bradford Pet Feb 6 Ord Feb 6

Amended notice substituted for that published in the London Gazette of March 7:

BURROWS, JOSEPH, jun., Openshaw, Manchester, Tobacconist Manchester Pet March 3 Ord March 3

### ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

BEVAN, MEREDITH, Lawrence lane, Warehouseman's Clerk High Court Rec Ord Aug 18, 1892 Adjud Aug 18, 1892 Res and Annul March 7, 1899

### ADJUDICATION ANNULLED.

ADAMS, MARGARET, Oxford Oxford Adjud Jan 10, 1896 Annul Jan 12, 1899

*London Gazette*.—TUESDAY, March 14.

### RECEIVING ORDERS.

APLIN, EDWARD, Corfe Castle, Dorset, Baker Poole Pet Feb 24 Ord March 10

ASTLEY, ARTHUR CARTWRIGHT, Dudley, Grocer Dudley Pet March 9 Ord March 9

BAIRSTOWE, THOMAS, Leeds, Boot Dealer Leeds Pet March 8 Ord March 8

BALDWIN, HENRY JAMES, Sheerness, Grocer Rochester Pet March 10 Ord March 10

BASS, JOHN ROBERT, jun, Gorleston, Norfolk, Labourer Great Yarmouth Pet March 10 Ord March 10

BEADSWORTH, ARTHUR, Oldham, Iron Turner Oldham Pet March 6 Ord March 6

BLAKE, ANN WEEBY, Wadebridge, Cornwall, Draper Truro Pet March 9 Ord March 9

BRACEGIRDLE, SAMUEL, Congleton, Farmer Macclesfield Pet Feb 25 Ord March 10

BRENTON, WILLIAM JAMES, St Enoder, Cornwall, Boot Maker Truro Pet March 11 Ord March 11

BRIDLE, ISAAC, Torquay, Baker Exeter Pet March 8 Ord March 8

BROWN, JOHN, Long Eaton, Derbys, Builder Derby Pet March 9 Ord March 9

BRUMFELD, ALONZA LEONIDAS, Chancery lane, Inventor High Court Pet Jan 6 Ord March 9

CARTER, HEDLEY ERNEST, Eastville, Bristol, Commercial Traveller Bristol Pet March 9 Ord March 9

COPPEN, SYDNEY WILLIAM, Gosport, Boot Maker Portsmouth Pet March 8 Ord March 8

CORBETT, THOMAS BURGESS, Crewe, Boot Dealer Nantwich Pet March 11 Ord March 11
DALLEN, EDWIN WILLIAM, Gloucester, Coal Merchant Gloucester Pet March 10 Ord March 10
FLINTOFF, JAMES WILLIAM, Blackburn, Drug Store Proprietor Blackburn Pet Feb 24 Ord March 10
GARDINER, WILLIAM ALBERT, Hampton, Ironmonger Kingston, Surrey Pet March 8 Ord March 8
GREENWOOD, ROBERT BURNS, Bacup, Brush Manufacturer Rochdale Pet March 10 Ord March 10
HAMES, HARRY MUNKMAN, Rushden, Northampton, Chemist Northampton Pet March 10 Ord March 10
HAMMOND, ALFRED, Merthyr Tydfil, Driver Merthyr Tydfil Pet March 11 Ord March 11
JEWELL, KATHERINE, Clare Market High Court Pet Jan 30 Ord March 10
JOY, ALBERT, Broadwey, Dorset, Baker Dorchester Pet March 8 Ord March 8
LOE, ARTHUR FRANK, and JOHN HENRY HOWARD, Guildford, Builders Guildford Pet March 8 Ord March 8
MALPAS, CHARLES, Leicester, Boot Retailer Leicester Pet March 9 Ord March 9
MULES, SIDNEY GEORGE, Pentre, Swansea, Grocer Swansea Pet March 10 Ord March 10
MUTLOW, JOHN, Birmingham, Solicitor Birmingham Pet March 11 Ord March 11
PEMBERTON, HENRY, Wolverhampton, Bostman Wolverhampton Pet March 10 Ord March 10
PRAED, WINTHROP MACKWORTH, Blandford, Dorset, Wholesale Draper Dorchester Pet Feb 23 Ord March 10
SALMON, THOMAS HENRY, Kettering, Engineer Northampton Pet Feb 16 Ord March 4
SCOTT, SAMUEL, Hunslet, Leeds, Painter Leeds Pet March 9 Ord March 9
SHAW, GEORGE EDWARD, Great Grimsby, Coal Dealer Great Grimsby Pet March 8 Ord March 8
SMITH, J J, West Kensington, Builder High Court Pet Feb 23 Ord March 9
STUBBS, RICHARD JOHN, Hednesford, Staffs, Grocer Walsall Pet Nov 8 Ord March 8
THOMAS, WILLIAM JOSEPH, Haverfordwest, Painter Pembroke Dock Pet March 9 Ord March 9
WALTON, HENRY, and THOMAS WALTON HORSLEY, Brighouse, Yorks, Dyers Halifax Pet March 10 Ord March 10
WILLIAMS, HENRY HOWARD, Carmarthen, Licensed Victualler Carmarthen Pet March 10 Ord March 10
WRIGHT, JOHN, Alfreton, Derbys, Clothier Derby Pet March 9 Ord March 9

FIRST MEETINGS.

ACKROYD, JAMES, Todmorden March 24 at 1 30 Exchange Hotel, Nicholas st, Burnley
BAIRSTOW, THOMAS, Leeds, Boot Dealer March 23 at 11 Off Rec, 22, Park row, Leeds
BALDWIN, HENRY JAMES, Sheerness, Grocer April 10 at 12 115, High st, Rochester
BEADSWORTH, ARTHUR, Oldham, Iron Turner March 21 at 11.45 Off Rec, Bank chmbrs, Queen st, Oldham
BEVAN, JOHN JAMES, Little Pulteney st, Leicester sq, Licensed Victualler March 21 at 12 Bankruptcy bldgs, Carey st
BIRCH, FREDERICK, Kidsgrove, Staffs, Baker March 22 at 11 Off Rec, King st, Newcastle under Lyme
BLAKE, ANN WEBBY, Wadebridge, Cornwall, Draper March 22 at 12 Off Rec, Boscawen st, Truro
BOAG, THOMAS, Middlesborough, Glass Dealer March 22 at 3 Off Rec, 8, Albert rd, Middlesborough
BRIDLE, ISAAC, Torquay, Baker March 29 at 10.45 Off Rec, 13, Bedford circus, Exeter
BRITTAIN, JOHN, Walkley, Sheffield, Builder March 23 at 12 Off Rec, Figtree ln, Sheffield
BRUMFELD, ALONZO LEONIDAS, Norfolk st, Strand, Inventor March 23 at 11 Bankruptcy bldgs, Carey st
CALDER, HENRY SUMNER, Newport, Mon, Restaurant Keeper March 21 at 11.30 Westgate chmbrs, Newport, Mon
CANNON, JOHN THOMAS, Enfield Wash, Carriage Builder March 23 at 3Off Rec, 95, Temple chmbrs, Temple av
CARTER, HEDLEY ERNEST, Eastville, Bristol Commercial Traveller March 22 at 1 Off Rec, Baldwin st, Bristol
CASHMORE, JAMES, King's Norton, Worcestershire, Boot Dealer March 23 at 12 174, Corporation st, Birmingham
CLIPSHAM, JOSEPH, Southport, Photographic Dealer March 22 at 12 Off Rec, 35, Victoria st, Liverpool
COLES, HARRY, Wednesbury March 22 at 10.30 Off Rec, Walsall
COOPER, WILLIAM JAMES, Bristol Plumber March 22 at at 12.30 Off Rec, Baldwin st, Bristol
COSSLETT, GWILYM, Caerphilly, Glam, Grocer, Cardiff March 21 at 3 117, St Mary st, Cardiff
COX, GEORGE, Vincent sq mansions, Westminster Horse Dealer March 23 at 12 Bankruptcy bldgs, Carey st
DAVIES, ROBERT, Camden Town, Dairyman March 21 at 11 Bankruptcy bldgs, Carey st
DAWSON, JOHN, St. John's Wood, Farrier March 23 at 2.30 Bankruptcy bldgs, Carey st
DAY, HUGH, Bonchurch, I of W, Grocer March 27 at 11.30 Off Rec, 19, Quay st, Newport, I of W
DE METZ, PERCY, Princes st March 21 at 2.30 Bankruptcy bldgs, Carey st
FRY, JOHN, Cardiff, Hay Dealer March 23 at 11 117, St Mary st, Cardiff
GLASS, JOHN, Tolworth, Surrey, Builder March 21 at 12.30 24, Railway app, London bridge
GRAY, WILLIAM, and HERBERT GRAY, Kingston upon Hull, Oil Refiners March 21 at 11 Off Rec, Trinity House ln, Hull
GRIME, JOHN, Burnley, Cotton Operative March 24 at 1 Exchange Hotel, Nicholas st, Burnley
HANNETT, GEORGE SUMNER, Nottingham, Commission Agent March 24 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
HOLT, JAMES, Middleton, Lancs, Coal Merchant March 21 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
HUTCHINSON, ROBERT HOPWOOD PERCY, Craven st, Strand, Commission Agent Bankruptcy bldgs, Carey st
JACOBS, MORRIS, Plumstead March 21 at 11.30 24, Railway app, London Bridge
JEWELL, KATHERINE, Clare st, Clare Market March 21 at at 11 Bankruptcy bldgs, Carey st
LAWLER, JOSEPH JAMES, Upper Brighton, Chester, Plum ber March 22 at 10 Off Rec, 35, Victoria st, Liverpool
LEES, JAMES, Coleford, Glos, Bookseller March 21 at 11 Westgate chmbrs, Newport, Mon
LYLE, WILLIAM BRAY, Cardiff, Baker March 23 at 11.30 117, St Mary st, Cardiff
MACHIN, WILLIAM HENRY, Stoke on Trent, Grocer March 21 at 11 Off Rec, King st, Newcastle under Lyme
MCLAUGHLIN, JOHN, and THOMAS FREDERICK MCDONALD, Birmingham, Hardware Merchants March 24 at 11 174, Corporation st, Birmingaam
MUNN, WILLIAM, Cliffe at Hoo, nr Rochester, Shepherd April 10 at 11.30 115, High st, Rochester
MARSON, FREDERICK, Leicester, Electrician March 21 at 12 30 Off Rec, 1, Berridge st, Leicester
MITCHELL, NOAH, Regent st, Electrical Belt Maker March 21 at 12 Bankruptcy bldgs, Carey st
OAKLEY, JOHN THOMAS, and DAVID DARBY, Walsall, Grocers March 22 at 11 Off Rec, Walsall
SCOTT, SAMUEL, Hunslet, Leeds, Painter, March 22 at 11 Off Rec, 22, Park row, Leeds
SKIDMORE, JOHN, Handsworth March 23 at 11 174, Corporation st, Birmingham
THOMAS, JAMES, Pontnewydd, Mon, Mason March 21 at 12.30 Westgate chmbrs, Newport, Mon
TOLLEY, JOSEPH, Cradley Heath, Staffs March 21 at 2.30 Off Rec, Wolverhampton st, Dudley
TOWNSEND, ALFRED JAMES, Walsall, Coal Dealer March 22 at 11.30 Off Rec, Walsall
TUCKER, THOMAS, Bristol, Tin Plate Worker March 22 at 12 Off Rec, Baldwin st, Bristol
WATSON, WILLIAM FARNELL, South Moreton, Berks, Tutor March 21 at 3.30 1, St Aldate's, Oxford

WEEKS, GEORGE YEATES, Bristol, Baker March 22 at 12.45 Off Rec, Baldwin st, Bristol
WEST, WILLIAM EDWARD, Gt Grimsby, Fisherman March 21 at 11 Off Rec, 15, Osborne st, Gt Grimsby
WIGNELL, ALBERT, Coalway Lane End, Glos, Grocer March 21 at 12 Westgate chmbrs, Newport, Mon
WILLIAMS, RICHARD HOWELL, Cathays, Cardiff March 21 at 12 135, High st, Merthyr Tydfil
WINCER, ARTHUR, Walsall, Stirrup Manufacturer March 23 at 11.30 Off Rec, Walsall

Amended notice substituted for that published in the London Gazette of March 10:

JONES, EDWARD, Peterborough, Gardener April 14 at 12 Law Courts, New rd, Peterborough

ADJUDICATIONS.

ASTLEY, ARTHUR CARTWRIGHT, Dudley, Grocer Dudley Pet March 9 Ord March 9
BAIRSTOW, THOMAS, Leeds, Boot Dealer Leeds Pet March 8 Ord March 8
BALDWIN, HENRY JAMES, Sheerness, Grocer Rochester Pet March 10 Ord March 10
BASS, JOHN ROBERT, jun, Gorleston, Norfolk, Labourer Gt Yarmouth Pet March 10 Ord March 10
BEADSWORTH, ARTHUR, Oldham, Iron Turner Oldham Pet March 6 Ord March 6
BLAKE, ANN WERRY, Wadebridge, Cornwall, Draper Truro Pet March 9 Ord March 9
BOSTOCK, ALBERT WILLIAM, Northwich, Builder Nantwich Pet Feb 14 Ord March 9
BRENTON, WILLIAM JAMES, St Enoder, Cornwall, Boot Maker Truro Pet March 11 Ord March 11
BRIDLE, ISAAC, Torquay, Baker Exeter Pet March 8 Ord March 8
BROWN, JOHN, Long Eaton, Derbys, Builder Derby Pet March 9 Ord March 9
CARTER, HEDLEY ERNEST, Bristol, Commercial Traveller Bristol Pet March 9 Ord March 9
CASSON, THOMAS, Berkeley rd, Chalk Farm High Court Pet Feb 16 Ord March 10
CLARE, ARTHUR, Harringay, Commercial Traveller Edmonton Pet Feb 2 Ord March 9
COPPEN, SYDNEY WILLIAM, Gosport, Boot Maker Portsmouth Pet March 8 Ord March 8
CORBETT, THOMAS BURGESS, Crewe, Boot Dealer Nantwich Pet March 11 Ord March 11
DALLEN, EDWIN WILLIAM, Gloucester, Coal Merchant Gloucester Pet March 10 Ord March 10
DAVIES, ROBERT, Camden Town, Dairyman High Court Pet Feb 8 Ord March 10
DAWSON, JOHN, St John's Wood, Farrier High Court Pet March 8 Ord March 8
FRASER, CATHERINE LOUISA, James st Mansions, Buckingham Gate High Court Pet Dec 24 Ord March 10
GARDINER, WILLIAM ALBERT, Hampton, Ironmonger Kingston, Surrey Pet March 8 Ord March 8
GIBBARD, JOHN, Great Bourton, Oxon Banbury Pet Feb 24 Ord March 10
GLASS, JOHN, Tolworth, Surrey, Builder Kingston, Surrey Pet March 3 Ord March 8
GOODRICH, ALFRED MORRIS, and ABRAHAM GOLANSKI, Gravel lane, Mantle Manufacturers High Court Pet Jan 26 Ord March 11
GREEN, FREDERICK CONRAD, Cannon st, Clerk High Court Pet Feb 9 Ord March 9
GREENWOOD, ROBERT BURNS, Bacup, Brush Manufacturer Rochdale Pet March 10 Ord March 10
HAMES, HARRY MUNKMAN, Rushden, Northampton, Chemist Northampton Pet March 10 Ord March 10
HAMMOND, ALFRED, Merthyr Tydfil, Driver Merthyr Tydfil Pet March 11 Ord March 11
INGRAM, WILLIAM BELL, Lombard st, Merchant High Court Pet Dec 2 Ord March 11
JOY, ALBERT, Broadwey, Dorset, Baker Dorchester Pet March 8 Ord March 9
LYLE, WILLIAM BRAY, Cardiff, Baker Cardiff Pet March 3 Ord March 9
MULES, SIDNEY GEORGE, Pentre, Swansea, Grocer Swansea Pet March 10 Ord March 10
OAKLEY, RICHARD, West Bromwich, Grocer West Bromwich Pet March 9 Ord March 9
PEMBERTON, HENRY, Wolverhampton, Boatman Wolverhampton Pet March 10 Ord March 11
REECE, WILLIAM ROBERT, Copthall av High ct Pet Dec 21 Ord March 8
REEVES, WALTER, Staines Kingston, Surrey Pet March 2 Ord March 8
SCOTT, SAMUEL, Hunslet, Leeds, Painter Leeds Pet March 9 Ord March 9
SHAW, GEORGE EDWARD, Gt Grimsby, Coal Dealer Gt Grimsby Pet March 8 Ord March 8
THOMAS, WILLIAM JOSEPH, Haverfordwest, Painter Pembroke Dock Pet March 9 Ord March 9
URSCH, MARIE, Dean st, Soho, Provision Dealer High Court Pet Dec 29 Ord March 10
WALTON, HENRY, and THOMAS WALTON HORSLEY, Brighouse, Yorks, Dyers Halifax Pet March 10 Ord March 10
WEBB, CHARLES, Kensington, Horse Dealer High Court Pet March 7 Ord March 9

Amended notice substituted for that published in the London Gazette of March 3:

LLOYD, CLARA ANNE, South Norwood Brighton Pet Feb 25 Ord Feb 28

ADJUDICATIONS ANNULLED.

EDWARD, JAMES LOW, Belvedere rd, Lambeth, Commercial Traveller High Court Adjd Aug 3, 1893 Annul March 11, 1899
SULLY, JOHN, St Jude st, Bethnal Green rd, Whalebone Manufacturer High Court Adjd Dec 10, 1898 Annul March 7, 1899
CLARKE, WILLIAM, Macclesfield, Butcher Macclesfield Adjd Oct 17, 1893 Annul March 8, 1899

*All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.*